

BEFORE THE NATIONAL LABOR RELATIONS BOARD

**REPUBLIC SILVER STATE DISPOSAL, INC.)
D/B/A REPUBLIC SERVICES OF SOUTHERN)
NEVADA, AND REPUBLIC DUMPCO, INC.,)**

Employers,)

and)

Case No. 28-RC-192859

**INTERNATIONAL BROTHERHOOD OF)
TEAMSTERS, CHAUFFEURS AND)
WAREHOUSEMEN, LOCAL 631,)**

Petitioner.)

**EMPLOYER’S REQUEST FOR REVIEW OF THE REGIONAL DIRECTOR’S
DECISION AND DIRECTION OF ELECTION**

Employers Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada, and Republic Dumpco, Inc. (together “Republic”), pursuant to Section 102.67 of the Board’s Rules and Regulations, request review of the Decision and Direction of Election of the Regional Director of Region 28 dated March 9, 2017 (“DDE”). Tab 1.

The Board should revoke the Certification of Representative issued on March 24, 2017 (Tab 2), reverse the DDE, and dismiss the petition and/or conduct a new election conforming to Board law, as described herein. The DDE contains the following errors:

(1) despite finding a separate appropriate unit -- such that it is not a “fringe” group -- the Regional Director ordered a self-determination election permitting employees to vote for inclusion into an existing production and maintenance unit;

(2) because the employees petitioned for by the Union are an “identifiable, distinct segment [of the workforce] so as to constitute an appropriate voting group,” *Warner-Lambert Co.*, 298 NLRB 993, 995 (1990), if, *arguendo*, a self-determination election were proper, it

should have been limited to the petitioned-for employees.¹ The Regional Director's expansion of the voting group beyond the Union's petition is contrary to the unit determination principles of *Specialty Healthcare and Rehabilitation Center of Mobile*, 357 NLRB 934 (2011), *enfd.* 727 F.3d 552 (6th Cir. 2013). The Regional Director did not show that the petitioned-for group lacked any rational basis, and that the positions added by the DDE share an "overwhelming community of interest" with those classifications.

(3) the dispatchers, operations clerks, dossier clerks, and purchasing clerks (DDE 19-20) are "office clericals" under Board doctrine, not "plant clericals" as found by the Regional Director. As such, they do not share a community of interest with the existing production and maintenance unit, and should not have been permitted to vote for inclusion into such unit.

(4) The election rules and representation case procedures which became effective on April 14, 2015 are invalid and contrary to the National Labor Relations Act ("NLRA" or "Act").

Procedural History

The primary assets of Republic Services of Southern Nevada include two waste disposal transfer stations, *i.e.*, the Cheyenne Transfer Station ("Cheyenne") and the Henderson Transfer Station ("Henderson"). Tr. 98.² The primary asset of Republic Dumpco, Inc. is a landfill known as the Apex Regional Landfill ("Apex"). Tr. 97. Republic Dumpco, Inc. also owns a smaller landfill referred to as the Laughlin Landfill ("Laughlin"). Tr. 98.

On February 10, 2017, the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, Local 631 ("Union") petitioned for an election among "scale attendants, weigh masters and paper pickers" employed by "Republic Services" at addresses corresponding to

¹ Indeed, as the petitioned-for employees constitute an appropriate unit -- and not only an "identifiable, distinct segment" -- a self-determination election would not be proper for them.

² The hearing transcript is provided at Tab 3.

Cheyenne, Henderson, and Apex. Laughlin was not encompassed by the petition, which is provided at Tab 4.³ A hearing on the petition was conducted by Region 28 from February 21-23, 2017 in Las Vegas, Nevada.

Republic's witnesses were the following: Frederick Burkel, Vice President of Digital Operations and Process Improvement; James Carl Rankin, Cheyenne General Manager; Mark Clinker, Apex General Manager; and Calvin Francis, Henderson General Manager. The Union presented two witnesses: Randy Botzet, a Union Vice President and Business Agent; and Susan Hunsberger, Human Resources Manager for the Apex Regional Landfill.

Republic entered 19 exhibits, marked as Employer Exhibits 1 through 19, provided at Tab 5. The Union introduced 10 exhibits, marked as Petitioner Exhibits 1 through 10, provided at Tab 6. The Board's exhibits are provided at Tab 7. The parties were not given an opportunity to file post-hearing briefs. Tr. 434.

Facts

As landfill sites, Apex and Laughlin are fundamentally different operations than the Cheyenne and Henderson transfer stations, and each other. At 2,285 acres, Apex is the largest landfill site in the United States, and a substantially larger work site than either Cheyenne or Henderson -- or Laughlin, which is a small facility specializing in localized waste from residential and commercial sources. Tr. 206-207, 373, 437.⁴

Unlike the transfer stations, Apex is not primarily focused on trucking/waste hauling. Tr. 375. Instead, its operations revolve around its 23 heavy equipment operators who are

³ Republic has an existing collective bargaining agreement covering production and maintenance employees including "various classifications of drivers, heavy equipment operators, mechanics, and utility employees" at Cheyenne, Henderson, Apex, and Laughlin. DDE 5. The collective bargaining history for the facilities' production and maintenance employees pre-dates Republic's involvement with the Union and ownership of the sites. Tr. 62-63.

⁴ Laughlin, unlike Apex, does not process waste from Cheyenne or Henderson. Tr. 100.

responsible for, effectively, building the landfill using the waste brought into the facility. *Id.* In contrast to Apex (and Laughlin), Cheyenne and Henderson serve as an intermediate point for consolidation of waste between the time it is collected and its disposal at Apex. Tr. 235.

In this case, the Union originally petitioned for a stand-alone unit of “scale attendants, weigh masters and paper pickers.” Tab 4. However, during the hearing, the Union modified its position to seek a self-determination election by which the petitioned-for employees would be permitted to join the existing unit of production and maintenance employees. Tr. 434-435. At the close of the hearing, the Union continued to seek an election only among the scale attendants, weigh masters and paper pickers. Tr. 481-482. Neither the Union nor Republic sought to include any additional employees in any unit. Tr. 482-483. This is consistent with the fact that despite the differences among the facilities, there are important similarities and overlap as to the job classifications encompassed by the Union’s petition.

The majority of the petitioned-for unit consists of employees in the job classification of gate attendant/scale operator, as the “scale attendants” and “weigh masters” are known within the Republic entities. Employees in this classification perform similar functions at each of the three (3) facilities. However, the Regional Director inaccurately distinguished between the gate attendants/scale operators at Cheyenne and Henderson, and those at Apex, throughout the DDE.

According to the Regional Director, the gate attendants/scale operators at Cheyenne and Henderson “perform a somewhat different function” than those at Apex. DDE 6. Rather, he found that they perform “a function almost identical to the function of the operations clerk who runs the scale at the Henderson Transfer Station and...the dispatchers who operate the scale at the Cheyenne Transfer Station and the employee who operates the scale at the Laughlin Landfill.” DDE 18. In so concluding, the Regional Director overlooked absolutely critical

distinctions that, in reality, differentiate the petitioned-for gate attendants/scale operators from the other employees the DDE added to the voting group.

The Regional Director acknowledged that the Cheyenne and Henderson gate attendants/scale operators perform a significant function in greeting and interacting with customers on behalf of the Company. The Regional Director noted that “[w]hen customers arrive at the entrance, [the Cheyenne and Henderson gate attendants/scale operators] check the customers in, check their loads for waste that cannot be accepted or that can be recycled, and measure their waste.” DDE 6.

The Regional Director oddly ignored similar record evidence with respect to Apex. General Manager Clinker was clear in his testimony Apex’s gate attendants/scale operators’ “job is to...check the customer in. We require them to be customer friendly. That’s our contact point and they are one of our representatives. They’re trained on customer service, they’re trained on safety. If a customer doesn’t have safety equipment, we provide that for them so that they wear PPE when they’re out on the working face.” Tr. 380. This customer interaction is one of the key distinguishing features of the petitioned-for gate keeper/scale operator positions. In contrast, employees whom the Regional Director found to perform similar functions -- the operations clerk at Henderson and the dispatchers who operate the scales at Cheyenne -- do not interact with customers. Tr. 150, 564-565.

The Regional Director went on to incorrectly assert that gate attendants/scale operators at Apex “primarily work inside the scale house” as opposed to Cheyenne’s and Henderson’s gate attendants/scale operators, who are “outside” employees. DDE 18. The Regional Director’s mischaracterization is particularly problematic because it prevented him from concluding -- as

he should have -- that the petitioned-for unit constitutes an identifiable, distinct segment of “outside” employees. DDE 18.

In reality, the Apex gate attendants/scale operators have long been considered and identified by both the Union and the Company to be “outside” employees. The gatehouse at Apex is the equivalent of the outside shed at Cheyenne and Henderson. The undisputed record evidence demonstrates that the “outside/inside” distinction is a meaningful one for the Company and the Union, in that the gate attendants/scale operators and paper pickers have long been understood by the parties in their relations to be the only unrepresented “outside” employees. In contrast, the dispatchers, operations clerks, dossier clerks, purchasing clerks, and environmental technicians have an established identity within Republic’s organization and in interactions with the Union as “inside” employees. Tr. 223-224, 321, 334, 488-489, 492-493, 521, 559, 561, 564, 566, 568.

Additionally, the Regional Director erroneously found that the dispatchers, operations clerks, dossier clerks, and purchasing clerks should be classified as “plant clerical” employees -- rather than “office clericals” -- and included them in the voting group on that basis. DDE 20.

In doing so, the Regional Director overlooked substantial record evidence demonstrating that these employees are, in fact, office clerical employees; and, therefore, should be excluded from a production and maintenance unit as a matter of Board law. Thus, the Regional Director erroneously failed to find that all of the dispatchers and operations clerks he ordered to be added to the voting group work in office buildings, and share a community of interest with those employees he found to be office clericals, such as the medical waste billing clerk and safety representative. Similarly, the Regional Director ignored lines of supervision for the dispatchers and operations clerks that are distinct from lines of supervision for any production or

maintenance employees in the existing unit. Tr. 224, 519. Finally, the DDE ignored the extremely limited interaction between the alleged plant clerical employees and the front-line production and maintenance employees. For example, neither the dossier clerk nor the purchasing clerk at Henderson have any work-related interaction with production or maintenance employees. Tr. 567-568.

The Decision and Direction of Election

Based on the above erroneous factual findings, the Regional Director ordered a self-determination election among a unit of the gate attendants/scale operators, dispatchers, operations clerks, dossier clerks, purchasing clerks, paper pickers, and environmental technicians who all -- according to the DDE -- share a community of interest with the existing production and maintenance bargaining unit. DDE 21. The Regional Director included the dispatchers, operations clerks, dossier clerks, purchasing clerks, and environmental technicians as plant clerical employees, in the unit to the extent that they perform clerical functions. DDE 20.

The Regional Director excluded the human resources employees, safety representatives, and medical billing clerks as office employees. *Id.* The Regional Director further found that the following employees did not share a sufficient community of interest with the existing bargaining unit: field sales employees, special waste executive, and purchasing specialist. *Id.* He allowed the employee who operates the scale at Laughlin to vote subject to challenge. DDE 21.

A vote was ordered for March 15, 2017 at each of the four (4) facilities -- Cheyenne, Henderson, Apex, and Laughlin. DDE 25. The ballot included the following two (2) questions:

1. Do you wish to be represented for purposes of collective bargaining by International Brotherhood of Teamsters, Chauffeurs, Warehousemen, Local 631?

2. Do you wish to be included in a bargaining unit with the Employers' other production and maintenance employees, including drivers, heavy equipment operators, mechanics, and utility employees, already represented by International Brotherhood of Teamsters, Chauffeurs, Warehousemen, Local 631?

DDE 23.

The Regional Director issued a Certification of Representative on March 24, 2017, certifying that the majority of ballots had been cast for the Union in the following unit:

All full-time and regular part time production and maintenance employees, including drivers, heavy equipment operators, mechanics, utility employees, gate attendants/scale operators, dispatchers, operations clerks, dossier clerks, purchasing clerks, paper pickers, and environmental technicians, employed by Republic Silver State Disposal, Inc., d/b/a Republic Services of Southern Nevada, at the Cheyenne Transfer Station in Las Vegas, Nevada, and the Henderson Transfer Station in Henderson, Nevada, and by Republic Dumpco, Inc. at the Apex Landfill in Las Vegas, Nevada, and the Laughlin Landfill in Laughlin, Nevada; excluding, all other employees, sales employees, special waste executives, purchasing specialists, medical billing clerks, safety representatives, human resources coordinators, human resources administrative assistants, office clerical employees, confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act.

Tab 2.

Standard of Review

Pursuant to Section 102.67(d) of the Board's Rules and Regulations, a request for review of a DDE may be granted, *inter alia*, upon the following grounds:

Grounds for review. The Board will grant a request for review only where compelling reasons exist therefor. Accordingly, a request for review may be granted only upon one or more of the following grounds:

- (1) That a substantial question of law or policy is raised because of:
 - (i) The absence of; or
 - (ii) A departure from, officially reported Board precedent.

(2) That the Regional Director's decision on a substantial factual issue is clearly erroneous on the record and such error prejudicially affects the rights of a party.

(3) That the conduct of any hearing or any ruling made in connection with the proceeding has resulted in prejudicial error.

(4) That there are compelling reasons for reconsideration of an important Board rule or policy.

29 C.F.R. § 102.67(d).

Argument

I. Board Precedent Holds That A Self-Determination Election Is Inappropriate Where The Voting Group Constitutes An Appropriate Unit And Is Not A "Fringe" Group

Board precedent holds that where -- as the Regional Director found -- the voting group constitutes an appropriate unit, a self-determination election is not proper. "[A]n unrepresented group of employees who constitute an appropriate unit themselves are not eligible for self-determination purposes generally." *Beverly Manor-San Francisco*, 322 NLRB 968, 971 n. 12 (1997) (citing *Ward Baking Co.*, 139 NLRB 1344, 1350 (1962)).

The policies allowing a "fringe" group to vote for inclusion into an existing unit, *e.g.*, ensuring that the employees have a mechanism to potentially participate in collective bargaining, do not apply when the voting group is not a "fringe" group, but itself is an appropriate unit.

Here, there is no dispute that the Regional Director found the voting group constitutes an appropriate unit.⁵ See DDE, pp. 23-24.⁶ Accordingly, assuming that the Union is willing to

⁵ Republic does not concede that the voting group constituted by Regional Director is an appropriate unit. The instant argument is made in response to the DDE's findings and conclusions.

⁶ In finding no. 6, the voting group was afforded the choice of either joining an existing production and maintenance unit, or becoming a separate unit. See also finding no. 7(b) ("If a majority of the employees in the voting group set forth above does not vote for inclusion in the same unit with the other full-time and regular part-time production and maintenance employees already represented by the Petitioner the following employees will constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act[.]")

represent such a unit, the March 24 Certification of Representative should be revoked, and a new election held for the relevant voting group to determine their representational desires in a separate unit.⁷

II. Because The Petitioned-For Employees Constitute An “Identifiable, Distinct Segment” Of The Workforce -- And, Indeed, An Appropriate Unit -- The Election Should Have Been Limited To That Group

Because the employees whom the Union petitioned to represent -- the gate attendants/scale operators and the paper pickers (Tab 4) -- themselves constitute an “identifiable, distinct segment so as to constitute an appropriate voting group,” *Warner-Lambert Co.*, 298 NLRB at 995, if, *arguendo*, a self-determination election were proper, it should have been limited to the petitioned-for employees. Indeed, as the petitioned-for employees constitute an appropriate unit -- not only an “identifiable, distinct segment” -- a self-determination election would not be proper for them.

As the Regional Director recognizes (DDE 18-19), *St. Vincent Charity Medical Center*, 357 NLRB 854 (2011) governs whether an employee group constitutes an “identifiable, distinct segment” of the workforce.

Conceptually, as *St. Vincent* makes clear, the shared interests among employees asserted to be an “identifiable, distinct segment” may be more attenuated than those in a community of interest analysis because “[t]he petitioned-for employees need not constitute a separate

(emphasis supplied); finding no. 9 (“If a majority of the employees the voting group set forth above votes in favor of being represented by Petitioner, but does not vote for inclusion in the same unit with the other full-time and regular part-time production and maintenance employees already represented by Petitioner, they will be included in the separate unit set forth above in paragraph 7(b).”) (emphasis supplied).

⁷ No undue proliferation of units would ensue where the Regional Director found a separate unit appropriate; and, not only did the Union originally petition for one, it introduced extensive evidence to contend that a unit separate from the existing production and maintenance unit was proper. Tr. 33, 597-605.

appropriate unit by themselves in order to be added to an existing unit.” 357 NLRB at 855 (citing *Warner-Lambert*).

In *St. Vincent*, as cited by Regional Director (DDE 19), the Board described what constitutes a “distinct, identifiable segment”:

- * a “small” group is not a barrier⁸
- * the group “is neither an arbitrary nor a random group of employees”
- * group employees perform the same distinct functions, are in the same distinct classification(s), are included in the same administrative division, work in the same location, and have the same supervision
- * there is no contention that other employees with the same job classification have not been included in the voting group

357 NLRB at 855-856.

Here, the petitioned-for employee group of gate attendants/scale operators and paper pickers satisfies all of those criteria.

The petitioned-for employees all have long been identified as “outside” employees in Republic’s operations, and recognized as such by the Union. Their primary work function requires them to spend significant portions of their work day outdoors. Thus, at Apex, the paper pickers generally are outside throughout their workday, picking up litter at the 2,000+ acre facility. Tr. 104, 383. The Apex gate attendants/scale operators are stationed at a gatehouse or trailer at the entrance to the facility, a half mile away from the maintenance building and administrative offices that comprise the main facility. Tr. 449. They routinely check loads, which requires them to work outside. Tr. 381-382.

⁸ In *St. Vincent*, the group permitted to vote was “15 to 17” employees. 357 NLRB at 855. Here, the petitioned-for group is larger -- encompassing approximately 26 employees. Tab 4.

At Henderson and Cheyenne, the gate attendants/scale operators also spend a significant portion of their day working outside. They are stationed at small sheds apart from the main facility, similar to the gatehouse at Apex. Tr. 233, 538. They routinely measure the trucks coming in and check for prohibited items. Tr. 150, 508. Further, the gate attendants/scale operators at both Henderson and Cheyenne also regularly work as spotters, which requires the employee to stand outside and direct incoming traffic. Tr. 150-151, 542.

Beyond their similar working conditions, the 26 petitioned-for gate attendants/scale operators and paper pickers are the only employees at any of the facilities at issue who are in these job classifications. Tr. 135, 149-150, 213, 241. Where the two employee classifications are housed at the same facility -- which only is at Apex -- they share a common chain of supervision, reporting up through Paul Yelinek, the Operations Manager. Tr. 416.

As the Regional Director emphasizes, under *Specialty Healthcare* principles, when a party seeks a broader unit than that petitioned for, it “must demonstrate ‘that employees in the larger unit share an overwhelming community of interest with those in the petitioned-for unit.’” DDE 17 (quoting *Specialty Healthcare*, 357 NLRB at 945-946) (emphasis supplied). The additional employees “share an overwhelming community of interest only where there is no legitimate basis upon which to exclude them from the unit because the traditional community of interest factors overlap almost completely.” DDE 17 (citing *Specialty Healthcare*, 357 NLRB at 944-945 and *Northrup Grumman Shipbuilding, Inc.*, 357 NLRB 2015, 2018 (2011) (emphasis supplied).

The Regional Director asserts that *Specialty Healthcare* doctrine should give way where it would result in a “fractured unit.” DDE 17. But the Regional Director concedes that for such

acquiescence to occur, the petitioned-for employee group must have “no rational basis.” *Id.* (citing *Odwalla, Inc.*, 357 NLRB 1608, 1612 (2011)).

The DDE simply does not satisfy the Board’s exacting standards for adding employees to a petitioned-for unit, *i.e.*, that the unit sought has “no rational basis,” and the additional employees share an “overwhelming” community of interest with the putative employees which overlaps “almost completely.”

It cannot be said that the petitioned-for unit encompassing what the parties long have recognized as “outside” employee classifications literally has no rational basis. For that reason alone, the petition for review should be granted. Moreover, the additional employees added by the Regional Director are all separately supervised, with the exception of the environmental technicians, who also report up through Paul Yelinek but who do not share an “overwhelming community of interest” with the petitioned-for employees for a multitude of reasons. Tab 5. Working conditions differ dramatically for the employees added to the voting group -- as is reflective of the parties’ understanding of them as “inside” employees -- in relation to the petitioned for “outside” employees. Tr. 223-224, 321, 334, 488-489, 492-493, 521, 559, 561, 564, 566, 568.

Even where the additional employees perform some similar functions to the gate attendants/scale operators, they do not share an overwhelming community of interest with the petitioned-for employees, as that concept is understood under *Specialty Healthcare*. For example, although the Henderson operations clerk weighs trucks, he weighs company trucks, and therefore has no customer interaction -- a critical component of the gate attendant/scale operator position. Tr. 564-565. Similarly, the four (4) dispatchers who weigh trucks at Cheyenne “only weigh internal vehicles, [Republic’s] own company trucks.” Tr. 150. In stark contrast, the gate

attendants/scale operators at Cheyenne, Henderson, and Apex are all required to interact with customers. Tr. 150, 380, 508.

III. Because The Dispatchers, Operations Clerks, Dossier Clerks, And Purchasing Clerks Are “Office Clericals,” Not “Plant Clericals,” They Do Not Share A Community Of Interest With An Existing Production And Maintenance Unit

Contrary to the Union’s petition for 26 gate attendants/scale operators and paper pickers, and its position at hearing, the DDE found *sua sponte* that an additional 30 positions -- dispatchers, operations clerks, dossier clerks and purchasing clerks -- should be included in the voting group as “plant clericals.” DDE 19-20.

These additional positions are “office clericals” under Board law, not “plant clericals.” Consistent with Board precedent, they do share a community of interest with the existing production and maintenance unit, and cannot be included therein.

As the Representation Case Outline of Law explains:

Typical plant clerical duties are timecard collection, transcription of sales orders to forms to facilitate production, maintenance of inventories, and ordering supplies. ... In contrast, typical office clerical duties are billing, payroll, phone, and mail. ... [T]he Board excludes office clerical employees from a residual unit of production and maintenance employees (*California Steel & Supply Corp.*, 104 NLRB 787, 789 (1953)), and from a previously unrepresented fringe group of production and maintenance employees which a labor organization seeks to add to an existing production and maintenance unit (*Minneapolis-Honeywell Regulator Co.*, 115 NLRB 344, 348 (1956)). Thus, in *Swift & Co.*, 166 NLRB 89 (1967), the Board found appropriate a separate unit of office clericals, refusing to include them in a unit of currently unrepresented production employees working in the stockyards.

pp. 248-249.

A. Employees Added to the Unit Have Separate Work Locations From The Production and Maintenance Employees

The employees added to the voting group by the DDE work in the same location(s) as undisputed office clericals, underscoring their lack of a community of interest with the production and maintenance unit.

For example, at Cheyenne, there are six (6) buildings: three (3) on the east side of the street (E1, E2, and E3) and three (3) on the west side of the street (W1, W2, and W3). Tr. 233. W1 is the maintenance facility. *Id.* W2 is the transfer station itself. *Id.* W3 is the main office building where the General Manager, human resources personnel, and supervisors are located. *Id.* Many of the Cheyenne dispatchers and operations clerks work in W3 -- the same office as the General Manager, human resources personnel, and supervisors. Tr. 224, 321. The remaining dispatchers work in building E1 -- the same building that houses the medical waste billing clerk and the safety representative, *i.e.*, office clericals. Tr. 317, 337. In contrast, plant production and maintenance areas include: W1, the maintenance facility; E2, the weld shop; and E3 the paint and body repair shop. Tr. 233-234.

Similarly, Henderson consists of an office building, a maintenance building, and the pit, where waste is collected. Tr. 513. The dispatchers and the operations clerks all work in the office building, rather than the shop where the technicians are located. Tr. 523, 559, 561, 564.

B. Employees Added to the Unit Have Separate Supervision From The Production And Maintenance Employees

Undisputed evidence demonstrates that the employees added to the voting group as “plant clericals” by the Regional Director are supervised separately from the production and maintenance employees. For example, at Cheyenne, the dispatchers and the operations clerk report to Renee Caseman, the Office Manager, who reports to the Controller. Tr. 224-225, 321. No other employees work for Renee Caseman. Tr. 321. At Henderson, the dispatchers and one of the operations clerks are supervised by Sabrina Verquer, the Office Manager, who does not supervise any production or maintenance employees. Tr. 519.

C. The Employees Unit Do Not Have Sufficient Work-Related Contact with the Production or Maintenance Employees to be Added to the Unit

The record evidence also demonstrates that the alleged “plant clericals” have only limited work-related contact with front line production and maintenance employees. For example, at Cheyenne, although the dossier clerks enter in data regarding parts, labor, and repairs, they do so based on work orders that are left for them on their desks. Tr. 333. They do not interface with the maintenance employees to obtain the information. Tr. 333-334. Finally, at Henderson, neither the purchasing clerk nor the dossier clerk have any work-related interaction with production or maintenance employees. Tr. 567-568. Of the two operations clerks, one has no interaction with production or maintenance employees. Tr. 560. The other has only limited interaction in that he provides weights to the drivers as they cross the scale. *Id.*

As at least some of the employees added to the production and maintenance bargaining unit are “office clericals,” the election results cannot stand, and the election must be re-run after excluding the office clericals from the voting group.

IV. There Are Compelling Reasons For Reconsideration Of The Election Rules And Representation Procedures Which Became Effective On April 14, 2015

Although Republic complied in every respect with the election rules and representation procedures which became effective on April 14, 2015, should the Board find that their application affects the outcome of this petition for review, Republic requests that the Board reconsider them along the lines of the arguments raised in the Dissenting Views of Members Miscimarra and Johnson to the Final Rule reported in the December 15, 2014 Federal Register, and the dissents to the Notice of Proposed Rule Making incorporated therein.

Conclusion

Republic requests that its request for review be granted, and that the Certification of Representative issued on March 24, 2017 be revoked, the DDE reversed, and the petition dismissed and/or a new election conducted conforming to Board law, as described herein.

Respectfully submitted,

REPUBLIC SILVER STATE DISPOSAL, INC.
d/b/a REPUBLIC SERVICES OF SOUTHERN
NEVADA, AND REPUBLIC DUMPCO, INC.

/s/ Joshua L. Ditelberg_____

Stuart Newman
Joshua L. Ditelberg
Kaitlyn F. Whiteside

Seyfarth Shaw LLP
1075 Peachtree Street, NE
Suite 2500
Atlanta, GA 30309-3962
(404) 885-1500
(404) 892 7056 (facsimile)

snewman@seyfarth.com
jditelberg@seyfarth.com
kwhiteside@seyfarth.com

Dated: April 7, 2017

Certificate of Service

The undersigned certifies that the foregoing and the accompanying documents have been filed electronically with the National Labor Relations Board on the 7th day of April 2017, and also a copy has also been sent via email to counsel for Petitioner, Eric Myers, at ebm@msh.law; and the Regional Director of Region 28, Cornele A. Overstreet, at cornele.overstreet@nrlrb.gov.

/s/ Joshua L. Ditelberg_____

TAB 1

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

**REPUBLIC SILVER STATE DISPOSAL, INC.,
d/b/a REPUBLIC SERVICES OF SOUTHERN
NEVADA, AND REPUBLIC DUMPCO, INC.**

Employers

and

Case 28-RC-192859

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, LOCAL 631**

Petitioner

DECISION AND DIRECTION OF ELECTION

Petitioner seeks a self-determination election, in which a unit of gate attendants/scale operators and paper pickers employed by the Employers at three of four facilities where Petitioner already represents a unit of drivers, mechanics, heavy equipment operators, and utility employees, will vote on whether to be represented by Petitioner as part of the existing unit.¹ Petitioner represented at the hearing that, should I find that the petitioned-for unit is inappropriate because it is a fractured unit or for any other reason, and determine that it was appropriate to direct an election in a larger residual unit, it would proceed to an election in such a unit.

The Employers maintain that a self-determination election is not appropriate and that the employees at the three different facilities at which Petitioner is seeking to represent employees do not share a community of interest, such that the only appropriate unit would consist of three separate units, each consisting of gate attendants/scale operators and paper pickers employed by

¹ In its petition, Petitioner named Republic Services as the employer, and described the unit as including all full-time and regular part-time scale attendants, weigh masters, and paper pickers employed by the employer at the three facilities where it seeks to represent those additional employees, and excluding all administrative professional employees and supervisors as defined by the National Labor Relations Act (the Act).

At hearing, Petitioner moved to amend its petition to name Republic Silver State Disposal Services, Inc., a Nevada Corp., d/b/a Republic Services of Southern Nevada, and Republic Dumpco, Inc., a/k/a Dumpco, a Nevada Corp. as the employers, and to describe the unit as including all full-time and regular part-time gate attendants/scale operators and paper pickers employed by the employers at the three facilities where it seeks to represent those additional employees, and excluding all administrative personnel, office clericals, office employees, confidential employees, supervisors, guards, and all other employees employed by the employers. The Employers did not object to the motion to amend the petition, but reserved the right to continue to contest the appropriateness of the petitioned-for unit. Petitioner's motion to amend the petition is granted.

Republic Silver State Disposal, Inc., d/b/a
Republic Services of Southern Nevada, and
Republic Dumpco, Inc.
Case 28-RC-192859

the Employers at each of three facilities. The Employers further assert that the Board's representation case rules are facially invalid and invalid as applied by Region 28.

A hearing officer of the Board held a hearing in this matter and the parties orally argued their respective positions prior to the close of the hearing. As explained below, based on the record and relevant Board law, I find that, although it would not be appropriate for me to conduct a self-determination election among just the gate attendants/scale operators and paper pickers Petitioner seeks to represent, it is appropriate for me to conduct an election among a larger residual unit. I further find that dismissal of the petition based on the Employers' objections to the Board's representation case rules is not appropriate. Accordingly, I am directing a self-determination election in the appropriate residual unit.

I. FACTS

A. Overview of Operations

1. Overall Organizational Structure

The Employers, which are both owned by Republic Services, operate five facilities and an administrative office in Southern Nevada: a transfer station in Las Vegas, Nevada (the Cheyenne Transfer Station), a transfer station in Henderson, Nevada (the Henderson Transfer Station), a landfill in Las Vegas, Nevada (the Apex Landfill), a landfill in Laughlin, Nevada (the Laughlin Landfill), a recycle center in Las Vegas, Nevada (the Recycle Center), and an administrative office in Las Vegas, Nevada (the Administrative Office).

The Cheyenne Transfer Station, the Henderson Transfer Station, and the Administrative Office are all within 15 miles of each other and are between 60 and 75 miles from the Apex Landfill. The Laughlin Landfill is over 100 miles from those facilities. The Recycle Center is near the Cheyenne Transfer Station.

Petitioner seeks to represent gate attendants/scale operators at the Cheyenne Transfer Station, the Henderson Transfer Station, and the Apex Landfill, as part of an existing unit including various classifications of drivers, heavy equipment operators, mechanics, and utility employees that it represents at those three locations and the Laughlin Landfill.

Republic Silver State Disposal, Inc., d/b/a Republic Services of Southern Nevada (Employer Republic Silver State) operates the Cheyenne and Henderson Transfer Stations and the Administrative Office, and Republic Dumpco, Inc. (Employer Republic Dumpco) operates the Apex and Laughlin Landfills.²

² Petitioner named Republic Silver State Disposal Services, Inc., rather than Republic Silver State Disposal, Inc., as one of the two Employers on its petition as amended at hearing, presumably because that is how that entity is named in the collective-bargaining agreement covering its existing unit. However, based on that entity's filings with the Nevada Secretary of State, I find that the correct name of the entity is Republic Silver State Disposal, Inc., as the Employers contend.

Although, in the past, the Southern Nevada facilities belonged to their own distinct Nevada area within Republic Services' organizational hierarchy with its area office at what is now the Administrative Office, in January 2016, Republic Services reorganized its operations, reducing the number of areas within its hierarchy from 20 to 10, and making the Nevada area part of a larger western area with its area office in Richmond, California (the Area Office).

Within Republic Services' hierarchy, the Cheyenne Facility, the Henderson Facility, and the Apex and Laughlin Landfills comprise three of the approximately twelve business units within the western area. The market serviced by the Cheyenne and Henderson Transfer Stations, the Apex and Laughlin Landfills, and the Recycle Center is called the Southern Nevada market.

Republic Services has four municipal contracts, called municipal franchises in the Southern Las Vegas market: contracts with Clark County and the Cities of North Las Vegas, Las Vegas, and Henderson. The Cheyenne Transfer Station services the City of North Las Vegas and the City of Las Vegas contracts. The Henderson Transfer Station services the City of Henderson contract. The Cheyenne and Henderson Transfer Stations and the Apex Landfill service designated portions of the Clark County contract. The Laughlin Landfill also provides limited hauling services in municipal areas surrounding it.

Most of the revenue of the Cheyenne and Henderson Transfer Stations and the Apex and Laughlin Landfills is derived, directly or indirectly, from the municipal franchises. However, these stations also derive some revenue from third-party material management companies that handle construction and demolition materials and industrial and commercial customers that need to dispose of special waste not included in the franchise agreements.

Very generally speaking, the transfer stations receive loads of waste collected from residential, commercial, and industrial customers covered under the franchise agreements and consolidate the waste into larger loads, which are then transported to the Apex Landfill where heavy equipment operators correctly place and construct the waste. However, there are certain operational differences among the facilities, due both to the scale, nature, and permit requirements of their respective operations.

2. The Cheyenne Transfer Station

The Cheyenne Transfer Station is the largest operation of its kind in the United States. It sits on a 47-acre site and operates 24 hours per day, 7 days per week. On the site, there is a 230,000 square-foot, three-story transfer station, with a bottom loading tunnel and ramps on either side that company trucks use to dump waste into the top of a 130-foot-wide, 320-foot-long, 25-foot-deep pit. Members of the public can also dump in a separate 200-by-200-foot area from which waste is pushed into the pit. The site also houses an office building, an annex building with more offices, a building housing a weld shop and medical waste area, a paint and body repair shop, and sheds for receiving customers.

The Cheyenne Transfer Station is unique in that it handles very large volumes of industrial waste hauled to the station by roll-off trucks that use cables to pull 20- to 40-yard bins

of compacted waste onto them, transport the bins to a transfer station or landfill, and tip and dump them into the pit or landfill. The Cheyenne Station is also unique in that it handles medical waste.

A total of about 779 individuals, including about 560 drivers and about 100 additional employees belonging to the bargaining unit already represented by Petitioner, are employed at the Cheyenne Transfer Station. At the Cheyenne Transfer Station, there are 30 unrepresented, non-supervisory employees, not including sales and human resources staff: 9 gate attendants/scale operators, 16 dispatchers, 1 operations clerk, 1 safety representative, 1 medical waste billing clerk, 2 dossier clerks, and 9 field sales representatives.

3. The Henderson Transfer Station

The Henderson Transfer Station sits on a 16-acre site, 4 acres of which were only recently purchased, and operates from 7:00 a.m. to 5:00 p.m., 7 days per week, with a skeleton crew operating on Sundays. The transfer station at the Henderson Transfer Station does not have ramps on either side, and, instead, has a 54,000 to 57,000 pit into which waste is pushed from the ground level. Commercial trucks use one side of the pit, and the public uses the other. Unlike the Cheyenne Transfer Station, the Henderson Transfer Station handles only commercial and residential waste, and not industrial and medical waste.

A total of about 228 individuals, including over 200 employees, including drivers and other job classifications belonging to the bargaining unit already represented by Petitioner, are employed at the Henderson Transfer Station. At the Henderson Transfer Station, there are 13 unrepresented, non-supervisory employees, (other than sales and human resources staff), including 5 gate attendants/scale operators, 4 dispatchers, 2 operations clerks, 1 purchasing clerk, and 1 dossier clerk.

4. The Apex Landfill

The Apex Landfill is one of the largest operations of its kind in the United States. It sits on a 2,285-acre site and receives about 8,000 tons of waste per day. It operates 24 hours per day, 7 days per week. When waste is hauled to the Apex Landfill from the Cheyenne and Henderson Transfer Stations, the Apex Landfill internally bills those entities. Revenue from the Cheyenne and Henderson Transfer Stations, plus revenue from a franchise agreement for hauling biosolids from treatment plants, account for 90 percent of the revenue of the Apex Landfill. The Apex Landfill does a limited amount of residential hauling, using just two trucks, in nearby areas.

At the Apex Landfill, in addition to the massive landfill itself, there is an entrance with a scale house where trucks are weighed and checked in and out, a maintenance building and

administrative office, a trailer where employees receive safety training, and facilities for several vendors.³

A total of about 79 individuals, 52 belonging to the bargaining unit already represented by Petitioner, are employed at the Apex Landfill. At the Apex Landfill, there are 16 unrepresented, non-supervisory employees, (other than sales and human resources staff) including 7 gate attendants/scale operators, 5 paper pickers, 1 dossier clerk, 1 purchasing specialist, and 2 environmental technicians.

5. The Laughlin Landfill

The Laughlin Landfill, which sits on a 40-acre site, serves the small surrounding community, using 10 to 15 trucks to haul about 60 tons of residential and commercial waste per day.

A total of six individuals, four belonging to the bargaining unit already represented by Petitioner, are employed at the Laughlin Landfill. In addition, some residential and commercial drivers belonging to the Cheyenne and Henderson Transfer Stations perform most of their work at the Laughlin Landfill. At the Laughlin Landfill, there is one unrepresented, non-supervisory employee, an employee who, among other things, operates the scale, as discussed in more detail below.

6. The Recycle Center

There is no record evidence concerning how the Recycle Center operates, what classifications of employees work at the Recycle Center, or whether any employees classified as gate attendants/scale operators work at the Recycle Center. The Petitioner does not represent any employees employed at the Recycle Center.

B. Job Functions of Represented and Unrepresented Employees

1. Represented Employees

The unit of employees already represented by Petitioner consists of various classifications of drivers, heavy equipment operators, mechanics, and utility employees. Generally speaking, drivers haul waste from residential, commercial, and industrial customers to transfer stations or landfills, heavy equipment operators use heavy equipment to move waste at transfer stations and landfills, mechanics maintain vehicles and equipment, and utility employees generally perform cleaning and janitorial work and other work supporting the Employers' operations.

³ These vendors include a mining operation that mines and markets rocks, a bulk hauler subcontracted to haul materials from the Cheyenne and Henderson Transfer Stations, a company that purchases gas from the landfill and converts it to electricity sold to the Las Vegas market through Nevada Energy, and a company that uses food waste from supermarkets and the Las Vegas Strip to feed pigs.

Since there are only paper pickers at the Apex Landfill, some utility employees at the Cheyenne and Henderson Transfer Stations and the Laughlin Landfill perform a function similar to the function performed by paper pickers at the Apex Landfill. Utility 2 employees use small litter vacuums to pick up trash that has gathered along fence lines, and utility 1 employees use brooms to push litter in front of the litter vacuum and also pick up litter by hand. The one utility employee at the Laughlin Landfill performs both functions. Although there are paper pickers at the Apex Landfill, a utility employee at that location also uses a litter vacuum to pick up litter gathered along fence lines. Utility employees also sometimes operate street sweepers, small loaders, and backhoes, and do pressure washing. Utility employees also perform other cleaning work, such as cleaning scales and water treatment facilities and picking up personal waste drivers have left in the yard.

Some utility employees perform functions other than cleaning functions. At the Henderson Transfer Station, a utility 1 employee spots for drivers on the side of the transfer station where company trucks dump waste. At the Apex Landfill, the utility 2 employee also assists with maintenance in some fashion.

2. Unrepresented Employees Petitioner Seeks to Represent

a. Gate Attendants/Scale Operators at Cheyenne and Henderson Transfer Stations

Although the individuals classified as gate attendants/scale operators share the same job title and job description, the employees in that classification at the Cheyenne and Henderson Transfer Stations perform a somewhat different function from the employees in that classification at the Apex Landfill.

There are nine gate attendants/scale operators at the Cheyenne Transfer Station and five gate attendants/scale operators at the Henderson Transfer Station.

At the Cheyenne and Henderson Transfer Stations, the employees classified as gate attendant/scale operators are sometimes called “shed employees.” They perform two different functions: at times, they work as gate attendants, and, at times, they work as spotters.

When working as gate attendants, gate attendants/scale operators work out of the sheds at the entrance of their facilities. When customers arrive at the entrance, they check the customers in, check their loads for waste that cannot be accepted or that can be recycled, and measure their waste.

Customers covered by franchise agreements can dispose of certain waste from their residences at no cost; accordingly, when they arrive at the transfer stations, they present a document such as a bill showing their account number and identification. The gate attendants/scale operators serving as gate attendants then enter their account and identifying information, including address and license plate number into a database and record the amount and type of waste being dumped. For customers, such as certain commercial customers, with

waste not covered under a franchise agreement, the gate attendants/scale operators charge the customers a fee based on the square yardage of their loads. When checking customers in, gate attendants/scale operators generate a ticket identifying the measurement of the truck; the amount of material being dumped; the charge, if any, for the service; and the method of payment if there was a charge. At the close of the day, they reconcile the cash drawer, record which tickets were used during the day, record any tickets voided, and make sure the public has left the dumping area.

Once the customers get their tickets, gate attendants/scale operators acting as spotters check the customers' tickets to ensure they match the size and type of load and then show the customers where to dump or offload their loads.

At the Cheyenne Transfer Station, gate attendants/scale operators acting as spotters periodically have to clear members of the public from the floor so that a heavy equipment operator can push waste into the pit. Gate attendants/scale operators at the Henderson Transfer Station push waste in the public area into piles using small loaders, but when there is a particularly high volume of customers, they sometimes have to clear members of the public from the floor so that a heavy equipment operator can push waste into the pit.

Gate attendants/scale operators at the Cheyenne and Henderson transfer stations work interchangeably as gate attendants and spotters, though newer employees generally begin by performing work as spotters while they are trained to run the computer programs gate attendants use, process tickets, and measure and check loads.

Gate attendants/scale operators at the Cheyenne and Henderson Transfer Station sometimes also perform other roles. If a particular license plate number is associated with the disposal of an atypical amount or type of waste, gate attendants may conduct a survey by physically going to the customer's address to assess whether the property was capable of generating that amount or type of waste, to ensure that the franchise agreements are not being abused. If the survey finds that the customer is disposing of waste not covered by the franchise agreement without paying, the license plate may be banned from the facility. Gate attendants/scale operators at the Cheyenne and Henderson Transfer Stations also run a satellite convenience center called Searchlight on weekends. Customers can dump trash into front load bins at the satellite centers, and loaders later come to pick up the bins.

b. Gate Attendants/Scale Operators at the Apex Landfill

At the Apex Landfill, the gate attendants/scale operators perform a somewhat different function because all trucks have to be weighed at that facility for reporting purposes. There are seven gate attendants/scale operators at the Apex Landfill.

The gate attendants/scale operators spend almost all of their time working inside a scale house at the entrance of the landfill. At the Apex Landfill, both company trucks and third-party disposal customers must weigh their trucks on a certified scale.

While some trucks pass through the scales and have their weight automatically recorded using an RFID chip, the gate attendants/scale operators at the Apex Landfill: weigh third-party trucks, perform spot checks of waste entering the landfill, monitor materials entering the landfill for radiation, check paperwork for special waste, answer questions about pricing, provide customers with protective equipment, monitor and reset alarms for gas in the landfill, sign off on paperwork, communicate with company drivers about problems with checking in such as coming in overweight, communicate to heavy equipment operators by radio about materials entering the landfill, and check company drivers out by making sure they have completed their vehicle condition reports.

c. Paper Pickers

Paper pickers are employed at the Apex Landfill but not at the Cheyenne and Henderson Transfer Stations or the Laughlin Landfill. Paper pickers pick up windblown litter and spilled waste that blow out of trucks. They work in expansive areas picking up litter that catches on things like foliage and fences. Occasionally, they are asked to perform other work in emergency circumstances. For instance, they have assisted with cleaning the scale, a task normally assigned to represented utility employees, to prevent disruptions when a county representative was at the facility to certify the scales, and they have also assisted with cleaning a small water treatment facility prior to an inspection, a task also normally assigned to represented utility employees.

3. Unrepresented, Non-Supervisory Employees Petitioner Does Not Seek to Represent

a. Dispatchers and Operations Clerks

At the Cheyenne Transfer Station, there are 16 dispatchers and 1 operations clerk, and at the Henderson Transfer Station, there are 4 dispatchers and 2 operations clerks. There are no dispatchers or operations clerks at the Apex Landfill or the Laughlin Landfill.

At the Cheyenne Transfer Station, four of the dispatchers operate the inbound scale for company trucks and operate a computer program that tracks trucks' weight. They work at a computer station, and when a truck reaches the scale, its weight is displayed on an outside reader board that the driver can read. The dispatcher then switches a lever to indicate whether the driver should proceed to side one or side two, in order to ensure an even flow of waste into the pit.

At the Cheyenne Transfer Station, since their scale operating work is not constant, the four dispatchers who operate the scale also manage radio traffic, answer the employee call-in line, answer customer calls, take breakdown calls, communicate with the road-call mechanic, perform some payroll functions, run reports, and enter data about route activities.

At the Cheyenne Transfer Station, the remaining 12 dispatchers perform dispatch functions in the office, including managing radio traffic, taking calls from customers and drivers, preparing drivers' routes, doing data entry about drivers' routes, receiving paperwork from

Republic Silver State Disposal, Inc., d/b/a
Republic Services of Southern Nevada, and
Republic Dumpco, Inc.
Case 28-RC-192859

drivers, and distributing drivers' paychecks. One dispatcher debriefs drivers about their routes at the end of the shift. The 12 dispatchers who generally do not operate the scales only operate the scales when providing relief for the 4 dispatchers who operate the scales.

The one operations clerk at the Cheyenne Transfer Station works in the office and performs the same function as the dispatchers.

At the Henderson Transfer Station, the four dispatchers manage the radios, clear the routes by entering data such as the times trucks crossed the scales and the number of homes served, process customer complaints received in the Administrative Office and documented in a computer program by "seconding" or forwarding them to appropriate supervisors and drivers, take driver calls about information that needs to be communicated to customers, take driver calls about problems with vehicles, debrief drivers, and close out routes. The dispatchers at the Henderson Transfer Station do not operate the scale.

One of the two operations clerks at the Henderson Transfer Station spends 90 percent of his time weighing company trucks as they cross the scale. The other operations clerk runs operational reports for the Residential and Commercial Operations Manager and inputs routing information such as information about new or changed stops along routes. She also substitutes for the other operations clerk who operates the scale.

There are no dispatchers or operations clerks at the Apex and Laughlin Landfills. Customer complaints at the Apex Landfill are fielded by an Operations Supervisor, and on-site complaints are made to the gate attendants/scale operators or by calling a number posted at the front of the facility with is the number for the gate attendants/scale operators.

b. Employee Who Operates the Scale at the Laughlin Landfill

At the Laughlin Landfill, the scale is operated by one part-time employee whom the parties identified as a clerical or administrative employee or scale attendant, but whose precise job title is unknown. The clerical employee performs administrative duties and paperwork, such as filing, issuing purchase orders, collecting payroll information, maintaining safety records, helping prepare for audits, and answering the phone, during most of the day. She also performs duties similar to those of the gate attendants/scale operators at the Apex Landfill. However, since fewer trucks enter the Laughlin Landfill, she only spends about 10 percent of her time operating the scale and checking in drivers.

The parties stipulated that this employee is a confidential employee because of her access to payroll and financial records. However, the record does not include any evidence indicating that she assists and acts in a confidential capacity to any person who formulates, determines, or effectuates management policies with regard to labor relations.

c. Other Unrepresented, Non-Supervisory Employees

In addition to the dispatchers and operations clerks at the Cheyenne and Henderson Transfer Stations and the clerical employee at the Laughlin Landfill, there are several other classifications of unrepresented, non-supervisory employees at the four facilities at which Petitioner represents employees: two dossier clerks, one medical waste billing clerk, 1 safety representative, and 9 field sales representatives at the Cheyenne Transfer Station; one dossier clerk and one purchasing clerk at the Henderson Transfer Station; and one dossier clerk, one purchasing specialist, and two environmental technicians at the Apex Landfill.

Dossier clerks enter data related to vehicle condition, maintenance work orders, and parts into a computer database.

The medical waste billing clerk at the Cheyenne Transfer Station does all billing and interacts with medical waste customers.

The safety representative at the Cheyenne Transfer Station manages safety programs, keeps track of safety training documents, keeps safety meeting rosters, acts as the contact person with the workers' compensation administrator, keeps driver qualification files, and reports to the general manager about employees' ability to return to work after injuries. The Employers assert that the safety representative is a confidential employee.

Field sales representatives are commissioned employees who sell open market recycling services, roll-off services for industrial waste, and franchise business such as disposal from hotel compactors. One of the field sales representatives mainly does sales for the Henderson Transfer Station, but he reports to an Operations Supervisor and Manager within the supervisory and managerial hierarchy of the Cheyenne Transfer Station. Three or four of the field sales representatives have their offices at the Cheyenne Transfer Station, and the remaining five or six and the sales Operations Manager have their offices at the Administrative Office. The field sales representatives all spend about 90 percent of their time in the field. There is a special waste executive with an engineering degree who is considered a sales employee who works out of the Administrative Office and coordinates disposal of special waste for customers, primarily for the Apex Landfill. It is unclear whether he is one of the nine field sales representatives falling under the Operations Manager and supervisor within the Cheyenne Transfer Station's supervisory and managerial hierarchy.

The purchasing clerk at the Henderson Transfer Station works in the shop and takes orders for parts.

The purchasing specialist at the Apex Landfill is responsible for all non-maintenance related purchasing, such as paying gas bills, for the Apex Landfill and the other facilities. She validates vendors, ensures they have certificates of insurance, and manages the purchase card system. She works in the Controller's office. There is an additional employee who performs the same function out of the Administrative Office.

The environmental technicians at the Apex Landfill manage the functions of an on-site plant that extracts hydrogen sulfide from the landfill and moves it to an area where it is digested by bugs that turn it into elemental sulfur. Their positions require plant maintenance and operations skills and mechanical aptitude. They sometimes communicate with heavy equipment operators to get assistance with repairing gas extraction wells and with the one mechanic who is a certified electrician to troubleshoot electrical problems. They also interact with the scale attendants who monitor and reset alarms that detect gas levels at the landfill.

C. Supervisory and Managerial Hierarchy

1. General Supervisory and Managerial Hierarchy

Within Republic Services' supervisory and managerial hierarchy, each business unit is overseen by a General Manager. Thus, the Cheyenne Transfer Station has its own General Manager, the Henderson Transfer Station has its own General Manager, and the Apex and Laughlin Landfills have one shared General Manager, to whom the Operations Supervisor for the Laughlin Landfill reports. The General Managers report to a Market Vice President and the Area President in the Area Office. The Area Director of Operations supports General Managers in making decisions about capital improvements and improvement plans. There is also an Area Human Resources Manager based in the Area Office.

General Managers are responsible for overseeing the operations at their facilities. They prepare recommended budgets, which are approved by the Area President, and they are responsible for managing their facilities in line with their budgets. Thus, they are responsible for managing labor costs, including by determining the headcount, number of hours, work schedules, and routing. Because municipal franchises directly or indirectly account for most of the revenue side of General Managers' budgets and are only negotiated very infrequently and with significant corporate involvement, General Managers are limited in the degree to which they can control the revenue side of their budgets.

General Managers are ultimately responsible for making hiring and discharge decisions at their respective facilities, though they sometimes consult with the Area President about these decisions. General Managers also have authority to determine unrepresented employees' pay rates, within certain corporate parameters.

Each year, each General Manager is allocated a certain amount for pay increases, and, for unrepresented employees, the General Manager determines the pay increase to be granted to each employee based on performance evaluations completed by their supervisors. The General Manager grants pay increases within with market-adjusted pay bands established by Republic Services. The General Manager is given specific guidelines as to what performance ratings should correspond to what percentage pay increases but has discretion to deviate from those guidelines. The General Manager generally must stay within 25 percent above or below the mean within the pay band for each job classification in granting pay increases. Once an employee reaches 140 percent of the salary band, the General Manager can no longer give the employee hourly raises. The General Manager's determinations as to pay increases must be

approved by the area level, but those determinations are generally approved unless there is some anomaly, a pay increase brings an employee outside the pay band, or the General Manager goes above the total amount allotted for pay increases.

General Managers sometimes consult with each other about personnel-related decisions, and at times, the General Managers for the facilities where Petitioner represents employees have met with each other to discuss their response to certain grievances or types of grievances.

Each General Manager has a local Human Resources Manager who provides human resources support by ensuring compliance with laws and corporate policies and ensuring consistency in treatment of employees. The local Human Resources Managers have their own dedicated human resources coordinators and assistants. The Human Resources Manager for the Apex Landfill has offices both at the Apex Landfill and the Administrative Office and provides human resources support for the Administrative Office and the Recycle Center. She also fills in for the Human Resources Manager for the Henderson Transfer Station when she is on vacation and occasionally advises the General Manager of the Cheyenne Transfer Station about decisions concerning employees at his facility. The Human Resources Manager for the Apex Landfill also receives grievances from Petitioner concerning matters at all four of the facilities at which it represents employees and forwards them to all three General Managers. Prior to the reorganization in which the Nevada area became part of the larger western area, there was a dedicated Human Resources Manager for the Nevada area, but, there is no longer such a position.

2. The Cheyenne Transfer Station

At the Cheyenne Transfer Station, the residential, commercial, and industrial drivers report to different sets of Operations Supervisors and Operations Managers for residential, commercial, and industrial hauling. The mechanics and parts employees report to the Maintenance Manager and Supervisors. The container shop employees, including welders, an upholstery employee, and body shop employees report to the Container Shop Manager and Supervisor. Heavy equipment operators, utility employees, and gate attendants/scale operators report to the Facility Manager. The dispatchers and operations clerk report to an Office Manager, who reports to the Controller. The human resources staff reports to the Human Resources Manager. The various Managers report to the General Manager. A person classified as the Industrial Division Manager is in training to become the General Manager.

3. The Henderson Transfer Station

At the Henderson Transfer Station, the drivers report to the Residential and Commercial Operations Manager and Supervisors, and the operations clerk who operates the scale reports to the Residential and Commercial Operations Manager. The dispatchers and the other operations clerk report to the Office Manager, who also reports to the Residential and Commercial Operations Manager. The mechanics, purchasing clerk, and dossier clerk report to the Maintenance Manager and Shop Supervisor. The heavy equipment operators, utility 1 and 2 employees, and gate attendants/scale operators report to the Facility Manager. The human

Republic Silver State Disposal, Inc., d/b/a
Republic Services of Southern Nevada, and
Republic Dumpco, Inc.
Case 28-RC-192859

resources staff reports to the Human Resources Manager. The Operations Manager, Maintenance Manager, Facility Manager, Controller, and Human Resources Manager report to the General Manager.

4. The Apex Landfill

At the Apex Landfill, the drivers report to the Hauling Operations Supervisor. The mechanics, dossier clerk, and a utility 2 employee report to the Shop Manager. The heavy equipment operators and paper pickers report to the Landfill Operations Manager and a graveyard shift Operations Supervisor. The gate attendants/scale operators report to the Gate Operations Supervisor, who reports to the Landfill Operations Manager. The purchasing specialist reports to an unspecified person in the Area Office. The human resources staff reports to the Human Resources Manager. The Shop Manager, Hauling Operations Supervisor, Landfill Operations Manager, Controller, and Human Resources Manager report to the General Manager. It is unclear where the two environmental technicians fall within the supervisory and managerial hierarchy at the landfill.

5. The Laughlin Landfill

At the Laughlin Landfill, the heavy equipment operators, mechanic, utility 2 employee, and the employee who operates the scale report to the Landfill Operations Supervisor, who reports to the General Manager of the Apex Landfill.

D. Terms and Conditions of Employment of Represented and Unrepresented Employees

The terms and conditions of employment of the employees represented by Petitioner are governed by the collective-bargaining agreement between the Employers and Petitioner. The represented employees participate in Petitioner's health and welfare and pension funds and are paid in accordance with a wage scale set forth in the collective-bargaining agreement.

According to the wage scale, drivers' pay ranges from \$26.20 for probationary drivers to \$31.54 for senior drivers, shop and garage personnel's pay ranges from \$21.65 for utility 1 employees to \$32.47 for senior mechanics, and landfill personnel's pay ranges from \$21.65 for utility employees to \$31.88 for senior operators and \$32.47 for senior mechanics. Unit employees' pay is actually higher than the amount reflected on the wage scale, since, per terms of the collective-bargaining agreement, Petitioner reallocated amounts designated for certain of its funds to unit employee pay.

Unrepresented employees are subject to a corporate-wide employee handbook, safety handbook, and drug and alcohol policy. The provisions of those corporate-wide policies are applicable to represented employees, unless superseded by a collective-bargaining agreement. Unrepresented employees corporate-wide have the same set of benefits, including healthcare plans negotiated at the corporate level, some of which are available only in particular geographic regions, and a 401k plan with an employer match.

Although the pay rates for some unrepresented employees do not appear in the record, it appears that unrepresented employees' pay ranges from \$11 to \$24 per hour, with gate attendants/scale operators earning between \$13 and \$22, paper pickers earning between \$12 and \$15, certain dispatchers earning between \$11 and \$24, certain operations clerks earning between \$18 and \$19, a dossier clerk earning \$18.50 per hour, and environmental technicians earning \$20 per hour. The sales employees are commissioned.

The Employers also maintain a new hire package for non-represented employees in Nevada, including Nevada-specific attendance procedures, vacation, and paid time off policies. The policies in the new hire package apply to unrepresented employees at the Cheyenne and Henderson Transfer Stations, the Apex and Laughlin Landfills, the Recycle Center, and the Administrative Office and were developed by the General Managers.

Unrepresented employees have their own facility-specific seniority rosters, and there are a very limited number of rules and procedures, such as rules for handling particular materials, that are facility-specific.

E. Contact and Interchange among Classifications and Facilities

There is some evidence of employees being transferred to, or filling in at, facilities other than their assigned facilities on a temporary basis. For example, employees from the Apex Landfill sometimes cover for heavy equipment operators and mechanics at the Laughlin Landfill when they go on vacation. Some drivers belonging organizationally to the Cheyenne and Henderson Transfer Station perform most of their work at the Laughlin Landfill.

From time to time, employees transfer permanently from one facility to another by bidding on posted positions, interviewing for the positions, and then being selected for them. In addition, at least one employee has transferred from a gate attendant/scale operator position to a represented utility 1 employee position.

Gate attendants/scale operators have some contact with represented employees. At the Cheyenne and Henderson Transfer Stations, they sometimes need to communicate with heavy equipment operators or utility 1 employees while spotting for customers because there is a need for the heavy equipment operators to push materials, which requires the gate attendants/scale operators who are spotting to clear customers from the floor. At the Apex Landfill, gate attendants/scale operators have daily contact with drivers who need to interact at the window while checking in or out at the scales, for instance if a driver's load is overweight.

The employee who operates the scale at the Laughlin Landfill has contact with represented employees when communicating about incoming loads or when requesting assistance with problems with checking in trucks. The employee also communicates with the mechanic or utility employee about cleaning and maintenance issues, such as keeping dust down or cleaning up paper that has fallen from a truck.

Republic Silver State Disposal, Inc., d/b/a
Republic Services of Southern Nevada, and
Republic Dumpco, Inc.
Case 28-RC-192859

Paper pickers at the Apex Landfill have little contact with other employees, and gate attendants/scale operators do not have day-to-day contact with their counterparts at other facilities.

F. Collective-Bargaining History

The unit already represented by Petitioner originated sometime before 1982. Prior to 1982, a company called Silver State Disposal operated a landfill called the Sunrise Landfill that did both hauling and disposal, and Petitioner represented a unit of its employees.

In September 1982, Silver State Disposal opened the Cheyenne Transfer Station and transferred many of the employees from the Sunrise Landfill to the Cheyenne Transfer Station, with the employees at the transfer station becoming part of the unit.

In 1993, Silver State Disposal closed the Sunrise Landfill and opened the Apex Landfill and transferred the employees from the Sunrise Landfill to the new landfill, with the employees remaining part of the unit.

In 1997, Republic Services purchased the assets of Silver State Disposal by a stock purchase and formed Employer Republic Silver State and Employer Republic Dumpco, which became the employers of the employees in the unit.

In July 2000, Employer Republic Silver State opened the Henderson Transfer Station and also a transfer station in Sloan, Nevada, called the Sloan Transfer Station, and transferred 40 percent of the workforce to those two new facilities, with half of the transferred employees going to each. All employees at the new facilities became part of the bargaining unit.

In August of 2011, the Sloan Transfer Station was closed due to an economic downturn, and 75 percent of its employees were transferred to the Cheyenne Transfer Station, and 25 percent of its employees were transferred to the Henderson Transfer Station.

The employees at the Recycle Center and Administrative Office have never been represented by Petitioner or any other union.

Although it is unclear when the gate attendant/scale operator and paper picker job classifications and the other unrepresented job classifications at the four facilities where Petitioner represents employees were created, or how it came to be that those classifications were not included in the existing unit, the parties stipulated that there is no collective-bargaining history with respect to any of those job classifications.

II. ANALYSIS

A. It Is Appropriate to Direct a Self-Determination Election in an Appropriate Residual Unit

Republic Silver State Disposal, Inc., d/b/a
Republic Services of Southern Nevada, and
Republic Dumpco, Inc.
Case 28-RC-192859

The Board has held that employees sharing a community of interest with an already represented unit of employees may vote whether they wish to be included in an existing bargaining unit. *Armour & Co.*, 40 NLRB 1333 (1942), and *Globe Machine & Stamping Co.*, 3 NLRB 294 (1937). The Board will direct such an election if: (1) the petitioned-for employees share a community of interest with the already represented group, and (2) the petitioned-for employees “constitute an identifiable, distinct segment so as to constitute an appropriate voting group.” *Warner-Lambert Co.*, 298 NLRB 993, 995 (1990). However, the petitioned-for employees do not need to constitute a separate appropriate unit on their own to be added to an existing unit. *Id.*

**1. The Employees Petitioner Seeks to Represent Share a
Community of Interest with the Employees in the Existing Unit**

In assessing whether employees share a community of interest with each other, the Board considers: whether the employees are organized into the same department or administrative grouping; have similar skills and training; have similar job functions and perform similar work; are functionally integrated; have frequent contact; interchange with each other; have similar terms and conditions of employment; and share common supervision. *Specialty Healthcare and Rehabilitation Center of Mobile*, 357 NLRB 934, 942 (2011), *enfd.* 727 F.3d 552 (6th Cir 2013); *United Operations, Inc.*, 338 NLRB 123 (2002). The organization of the plant and the utilization of skills are particularly important. *Gustave Fisher, Inc.*, 256 NLRB 1069, fn. 5 (1981). However, all relevant factors must be weighed.

The gate attendants/scale operators and paper pickers Petitioner seeks to represent belong to the same business units as the employees in the existing unit within Republic Services’ organizational structure.

Further, gate attendants/scale operators and paper pickers share supervision with employees in the existing unit. At the Cheyenne and Henderson Transfer Stations, gate attendants/scale operators and heavy equipment operators and utility employees all report to the same Facility Manager. At the Apex Landfill, although gate attendants/scale operators at the Apex Landfill report to their own Gate Operations Supervisor, that Gate Operations Supervisor reports to the same Landfill Operations Manager to whom the heavy equipment operators and paper pickers report at that location. Thus, generally speaking, at all locations, gate attendants/scale operators and paper pushers are administratively grouped with the other post-collections employees, who all belong to the existing unit.

Gate attendants/scale operators and paper pickers are functionally integrated with employees in the existing unit. The gate attendants/scale operators at the Apex Landfill directly support the work of drivers at that location by operating the scale, checking them in and out as needed, and resolving any issues with checking in and out. Although the gate attendants/scale operators at the Cheyenne and Henderson Landfills do not check drivers of company trucks in and out, when acting as spotters, they are functionally integrated with heavy equipment operators and utility employees in that they coordinate traffic flow and the flow of waste.

Although paper pickers largely work on their own, their job function is very similar to the job function of the utility 1 employees who pick up litter by hand, and naturally would require similar skills and training.

There is no evidence of temporary interchange between the petitioned for employees and the employees in the existing unit, and there is only evidence of one permanent transfer between the two groups. However, gate attendants/scale operators have contact with heavy equipment operators and utility employees when spotting for customers, and the gate attendants/scale operators at the Apex Landfill have contact with drivers who need to come to the window for any reason when checking in and out at the scales.

Although gate attendants/scale operators performing a spotter function and paper pickers have a work environment very similar to that of many utility employees, the pay and benefits of gate attendants/scale operators and paper pickers are different in many respects, since the employees in the unit are covered by the collective-bargaining agreement.

Weighing all relevant factors, and particularly the Employer's organizational structure, common supervision, functional integration, similarity of functions, and contact, I find that the gate attendants/scale operators share a community of interest with employees in the existing unit.

**2. Although the Employees Petitioner Seeks to Represent Do Not
Constitute an Identifiable, Distinct Segment So as to Constitute
an Appropriate Voting Group, a Larger Residual Unit Does**

In examining whether a voting group constitutes an "identifiable, distinct segment," the Board has considered factors similar to the community of interest factors, including separate supervision, geographic separation of work areas, and lack of integration with employees in other segments in the performance of ordinary job duties. *Birdsall, Inc.*, 268 NLRB 186, 190 fn. 12 (1983), citing *A. Harris & Co.*, 116 NLRB 1628, 1632 (1956).

In its decision in *Specialty Healthcare*, above, the Board modified the framework to be applied when a petitioner seeks a unit consisting of employees readily identifiable as a group who share a community of interest, but another party seeks a broader unit. The party seeking the broader unit must demonstrate "that employees in the larger unit share an overwhelming community of interest with those in the petitioned-for unit." 357 NLRB at 945-946. The additional employees share an overwhelming community of interest only where there is no legitimate basis upon which to exclude them from the unit because the traditional community of interest factors overlap almost completely. *Id.* at 944-945; *Northrop Grumman Shipbuilding, Inc.*, 357 NLRB 2015, 2018 (2011).

However, even since the issuance of *Specialty Healthcare*, the Board has made clear that it will not approve "fractured units" consisting of combinations of employees that have no rational basis. *Odwalla, Inc.*, 357 NLRB 1608, 1612 (2011). In *Odwalla*, the Board found that a

Republic Silver State Disposal, Inc., d/b/a
Republic Services of Southern Nevada, and
Republic Dumpco, Inc.
Case 28-RC-192859

petitioned-for unit of delivery drivers, relief drivers, warehouse associates, and cooler technicians was an inappropriate, “fractured” unit and must also include merchandisers whom the petitioner was not seeking to represent because: the merchandisers’ work was similar to that of the delivery drivers and relief drivers; the merchandisers shared supervision with the delivery drivers; and the merchandisers’ compensation was generally similar to that of relief drivers, warehouse associates, and cooler technicians. *Id.*

The Board has also made it clear that an election cannot be directed among a grouping of employees that does not share a community of interest. *Bergdorf Goodman*, 361 NLRB No. 11 (2014). In *Bergdorf Goodman*, the Board found a petitioned-for unit of women’s shoe sales in a retail store inappropriate because the unit included employees in both salon shoes and contemporary shoes, and those two groups did not track administrative or operational lines drawn by the employer, did not share common supervision, did not interchange with each other on a temporary or permanent basis, did not have significant contact with each other, and did not share specialized skills or training. *Id.*

Although the Board has not indicated whether it will apply the *Specialty Healthcare* framework in assessing whether a voting group constitutes an “identifiable, distinct segment” that can be permitted to vote to join an existing unit, I find that, even applying that standard, the gate attendants/scale operators and paper pickers do not constitute an “identifiable, distinct segment.”

The gate attendants/scale operators who operate the scale at the Apex Landfill perform a function almost identical to the function of the operations clerk who runs the scale at the Henderson Transfer Station and to certain functions of the dispatchers who operate the scale at the Cheyenne Transfer Station and the employee who operates the scale at the Laughlin Landfill.

Further, although Petitioner characterizes the gate attendants/scale employees and paper pickers as “outside employees,” those two classifications of employees have different job classifications, different job functions, and different first-line supervisors. Further, the gate attendants/scale operators at the Apex Landfill, in fact, primarily work inside the scale house.

In view of the near identity of functions of gate attendants/scale operators and dispatchers, the Henderson Transfer Station operations clerk, and the employee who operates the scale at the Laughlin Landfill, and also the seemingly arbitrary grouping of gate attendants/scale operators with paper pickers, I find that the voting group for which Petitioner seeks an election is not identifiable and distinct and cannot, on their own, appropriately vote on whether to be included in the existing unit.

Petitioner argues that, under *St. Vincent Charity Medical Center*, 357 NLRB 854 (2011), the Board will permit individual classifications of employees to be added to existing units with which they share a community of interest through self-determination elections, because doing so would not lead to an undue proliferation of units. However, the facts of that case were different from the facts presented here. In that case, the petitioner represented a unit of technical,

Republic Silver State Disposal, Inc., d/b/a
Republic Services of Southern Nevada, and
Republic Dumpco, Inc.
Case 28-RC-192859

nonprofessional, skilled maintenance, and business office clerical employees that was not in conformance with the Board's Health Care Rule. *Id.* at 854. The petitioner sought to add phlebotomists to that unit. *Id.* In finding that a self-determination election for that classification of employees was appropriate, the Board specifically explained:

We also find that the phlebotomists constitute a distinct, identifiable segment of the Employer's unrepresented employees so as to constitute an appropriate voting group. The grouping of 15 to 17 phlebotomists, while small is neither an arbitrary nor a random grouping of employees. Rather, it is a group of employees who perform the same distinct functions, are in the same distinct employee classification, are organizationally included in the same administrative division in the hospital laboratory, work the same location in the Employer's hospital, and have the same supervision. There is no contention that there are additional employees classified as phlebotomists who are not included in the petitioned-for voting group.

Id. at 855-856. Here, unlike in *St. Vincent Charity Medical Center*, the gate attendants/scale operators do not constitute "a distinct, identifiable segment" for the reasons explained above.

Although I find that it is not appropriate for me to conduct an election among employees in a voting group consisting only of gate attendants/scale operators and paper pickers, I find that it would be appropriate to conduct a self-determination election among a larger residual voting group including all unrepresented production and maintenance employees at all four facilities at which Petitioner represents employees in the existing unit.

The Employers argue that it would be inappropriate to direct an election among employees in a voting group of employees from more than one facility or business unit, because: Republic Services' business units are autonomous; unrepresented employees at different facilities do not share a community of interest with each other; and employees at different facilities are employed by different corporate entities.

Although Petitioner has not named Republic Services as the employer or a joint employer in its petition and has not made any argument that Republic Services is a joint employer, even if this case had arisen in a multiemployer context in which the employing entities had no corporate relationship to one another, I would find that it is appropriate to direct an election in a residual unit coextensive with the existing multi-facility unit in view of the parties' collective-bargaining history. The Board has held that, when a unit is residual to a multi-facility, multiemployer unit and the residual classifications lack their own separate, cohesive identity, then an election can only be directed in the entire multi-facility, multiemployer residual unit, and not just in a segment of the residual unit, including a segment limited to just one of the facilities. See *St. Luke's Hospital*, 234 NLRB 130, 130-131 (1978).

The Employers also argue that it would be inappropriate for me to direct a self-determination election, in the event that I find that the gate attendants/scale operators and paper

pickers constitute an appropriate unit, because those employees are capable of being a standalone appropriate unit. However, the Board will permit a self-determination election when the petitioned-for employees share a community of interest with the employees in the existing unit. *Warner-Lambert Co.*, 298 NLRB at 995. Further, with respect to the employees in the residual group who perform plant clerical functions, the Board has specifically found that plant clericals may be afforded a self-determination election to indicate whether or not they wish to become part of an existing production and maintenance unit. *Fisher Controls Co.*, 192 NLRB 514 (1971). Thus, I find that it is appropriate for me to conduct a self-determination among the employees in the residual voting group found appropriate.

I find that the appropriate residual voting group should include gate attendants/scale operators, dispatchers, operations clerks, dossier clerks, purchasing clerks, paper pickers, and environmental technicians.

To the extent that they perform clerical functions, I find that gate attendants/scale operators, dispatchers, operations clerks, dossier clerks, and purchasing clerks are appropriately included in a production and maintenance unit as plant clerical employees because their duties relate to the production process. *The Kroger Company*, 342 NLRB 202, 203-204 (2004); *Columbia Textile Services, Inc.*, 293 NLRB 1034, 1037 (1989); *Colonial Lincoln Mercury Sales*, 197 NLRB 54, 64 (1972), enfd. 485 F.2d 455 (5th Cir. 1973); *White Provision Co.*, 116 NLRB 1552, 1553 (1956).

However, I find that certain non-supervisory employees must be excluded from the voting group. I find that human resources employees, safety representatives, and medical billing clerks are appropriately excluded as office employees and office clerical employees whose duties are not related to the production process and who do not share a community of interest with production and maintenance employees, including plant clerical employees. *Syracuse University*, 325 NLRB 162, 168 (1997); *Dunham's Athleisure Corp.*, 311 NLRB 175, 176 (1993).

I further find that field sales employees and the special waste executive are separated from the production process and do not share a community of interest with production and maintenance employees and are, thus, also appropriately excluded. Although they administratively belong to the Apex Landfill, they spend most of their time in the field, many of them actually work out of the Administrative Office, they are not involved in the actual movement of waste or any work supporting that function, and they are commissioned.

In addition, I find that the purchasing specialist at the Apex Landfill does not share a community of interest with production and maintenance employees and is therefore appropriately excluded. Although ordering of supplies and maintenance of inventory are typical plant clerical duties, the purchasing specialist at the Apex Landfill, unlike the purchasing clerk at the Henderson Landfill, works in the Controller's office, and not in the shop. Further, she reports to someone in the Area Office and has a counterpart who performs the same function in the Administrative Office.

Although the Employers and Petitioner stipulated that the employee who operates the scale at the Laughlin Landfill is appropriately excluded from the unit as a plant clerical employee because of her access to payroll and financial records, mere access to such records does not establish confidential status. *RCA Communications*, 154 NLRB 34, 37 (1965). Rather, to be a confidential employee, an employee must assist and act in a confidential capacity to persons who formulate, determine, and effectuate management policies with regard to labor relations, or regularly substitute for employees having such duties. *Waste Management de Puerto Rico*, 339 NLRB 262, 282 (2003). I find that the record evidence does not establish that the employee who operates the scale at the Laughlin Landfill performs such a function. However, because the parties may have chosen not to present all evidence relevant to the question of whether the employee is a confidential employee in view of their stipulation, a determination on her eligibility to vote would be speculative. Accordingly, I shall permit that employee to vote subject to challenge.

Accordingly, I shall direct a self-determination election among employees in the following voting group:

All full-time and regular part time gate attendants/scale operators, dispatchers, operations clerks, dossier clerks, purchasing clerks, paper pickers, and environmental technicians employed by Republic Silver State Disposal, Inc., d/b/a Republic Services of Southern Nevada, at the Cheyenne Transfer Station in Las Vegas, Nevada, and the Henderson Transfer Station in Henderson, Nevada, and by Republic Dumpco, Inc. at the Apex Landfill in Las Vegas, Nevada, and the Laughlin Landfill in Laughlin, Nevada, excluding all other employees, sales employees, special waste executives, purchasing specialists, medical billing clerks, safety representatives, human resources coordinators, human resources administrative assistants, office clerical employees, confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act.

The employee who operates the scale at the Laughlin Landfill will be permitted to vote subject to challenge.

There are approximately 56 employees in the voting group, not including the one employee being permitted to vote subject to challenge.

B. Dismissal of the Petition Based on the Employers' Objections to the Board's Representation Case Rules Is Not Appropriate

In addition to arguing that the unit sought by Petitioner is inappropriate, the Employers also argue that the Board's representation case rules are facially invalid and that I have created and applied my own "14-day rule" providing that, absent special circumstances, elections must be held within 14 days from the filing of a petition. I find that it is inappropriate for me, as a

Republic Silver State Disposal, Inc., d/b/a
Republic Services of Southern Nevada, and
Republic Dumpco, Inc.
Case 28-RC-192859

Regional Director, to pass on the validity of the Board's representation case rules. Further, Respondent has presented no evidence in support of its argument that I maintain the so-called 14-day rule. Accordingly, I find that dismissal of the petition based on the Employers' objections to the Board's representation case rules and the rules, as purportedly applied by me, is not appropriate.

III. CONCLUSION

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employers are engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.⁴
3. Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employers.
4. A question affecting commerce exists concerning the representation of certain employees of the Employers within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employers constitute an appropriate voting group for purposes of the self-determination election directed herein:

All full-time and regular part time gate attendants/scale operators, dispatchers, operations clerks, dossier clerks, purchasing clerks, paper pickers, and environmental technicians employed by Republic Silver State Disposal, Inc., d/b/a Republic Services of Southern Nevada, at the Cheyenne Transfer Station in Las Vegas, Nevada, and the Henderson Transfer Station in Henderson,

⁴ I find, based on the record evidence and the stipulations of the parties, that:

- (1) Employer Republic Silver State, a corporation with offices and places of business in Las Vegas and Henderson, Nevada, is engaged in sorting and disposal of industrial, commercial, and residential waste, and, during the 12-month period preceding February 10, 2017, purchased and received at its facilities in the State of Nevada, goods valued in excess of \$50,000 directly from points outside the State of Nevada; and
- (2) Employer Republic Dumpco, a corporation with offices and places of business in Las Vegas and Laughlin, Nevada, is engaged in operating landfills for the permanent storage of solid waste, and, during the 12-month period preceding February 10, 2017, purchased and received at its facilities in the State of Nevada, goods valued in excess of \$50,000 directly from points outside the State of Nevada.

Nevada, and by Republic Dumpco, Inc. at the Apex Landfill in Las Vegas, Nevada, and the Laughlin Landfill in Laughlin, Nevada, excluding all other employees, sales employees, special waste executives, purchasing specialists, medical billing clerks, safety representatives, human resources coordinators, human resources administrative assistants, office clerical employees, confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act.

At this time, no decision has been made regarding whether employees who operate the scale at the Laughlin Landfill are included in, or excluded from, the bargaining unit, and individuals in that classification may vote in the election but their ballots shall be challenged since their eligibility has not been determined. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.

6. The Board will conduct a secret ballot election among the employees in the voting group found appropriate above. The employees in the voting group will be asked two questions:
 1. Do you wish to be represented for purposes of collective bargaining by International Brotherhood of Teamsters, Chauffeurs, Warehousemen, Local 631?
 2. Do you wish to be included in a bargaining unit with the Employers' other production and maintenance employees, including drivers, heavy equipment operators, mechanics, and utility employees, already represented by International Brotherhood of Teamsters, Chauffeurs, Warehousemen, Local 631?
7. (a) If a majority of employees in the voting group set forth above votes for inclusion in the same unit with the other full-time and regular part-time production and maintenance employees already represented by Petitioner, the following employees will constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part time production and maintenance employees, including drivers, heavy equipment operators, mechanics, utility employees, gate attendants/scale operators, dispatchers, operations clerks, dossier clerks, purchasing clerks, paper pickers, and environmental technicians, employed by Republic Silver State Disposal, Inc., d/b/a Republic Services of Southern Nevada, at the Cheyenne Transfer Station in Las Vegas,

Nevada, and the Henderson Transfer Station in Henderson, Nevada, and by Republic Dumpco, Inc. at the Apex Landfill in Las Vegas, Nevada, and the Laughlin Landfill in Laughlin, Nevada, excluding all other employees, sales employees, special waste executives, purchasing specialists, medical billing clerks, safety representatives, human resources coordinators, human resources administrative assistants, office clerical employees, confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act.

(b) If a majority of the employees in the voting group set forth above does not vote for inclusion in the same unit with the other full-time and regular part-time production and maintenance employees already represented by Petitioner the following employees will constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part time gate attendants/scale operators, dispatchers, operations clerks, dossier clerks, purchasing clerks, paper pickers, and environmental technicians employed by Republic Silver State Disposal, Inc., d/b/a Republic Services of Southern Nevada, at the Cheyenne Transfer Station in Las Vegas, Nevada, and the Henderson Transfer Station in Henderson, Nevada, and by Republic Dumpco, Inc. at the Apex Landfill in Las Vegas, Nevada, and the Laughlin Landfill in Laughlin, Nevada, excluding all other employees, sales employees, special waste executives, purchasing specialists, medical billing clerks, safety representatives, human resources coordinators, human resources administrative assistants, office clerical employees, confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act.

8. If a majority of the employees the voting group set forth above votes in favor of being represented by Petitioner, and vote for inclusion in the same unit with the other full-time and regular part-time production and maintenance employees already represented by Petitioner, they will be included in the unit set forth above in paragraph 7(a).
9. If a majority of the employees the voting group set forth above votes in favor of being represented by Petitioner, but does not vote for inclusion in the same unit with the other full-time and regular part-time production and maintenance employees already represented by Petitioner, they will be included in the separate unit set forth above in paragraph 7(b).
10. If a majority of valid ballots are not cast for representation, they will be taken to have indicated that the employees' desire to remain unrepresented.

IV. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in voting group set forth above. The employees in the voting group will vote whether or not they wish to be represented by International Brotherhood of Teamsters, Chauffeurs, Warehousemen, Local 631, and whether or not wish to be included in the same unit with the other full-time and regular part-time production and maintenance employees, including drivers, heavy equipment operators, mechanics, utility employees, already represented by International Brotherhood of Teamsters, Chauffeurs, Warehousemen, Local 631.

A. Election Details

The election will be held on the date and at the hours and places specified below:

Cheyenne Transfer Station

Date: Wednesday, March 15, 2017 **Hours:** 10:30 a.m. to 1:30 p.m.

Place: The Safety Training Room at the Cheyenne Transfer Station,
located at 315 W Cheyenne Ave. N, Las Vegas, Nevada

Henderson Transfer Station

Date: Wednesday, March 15, 2017 **Hours:** 12:00 noon to 3:00 p.m.

Place: The Safety Training Room at the Henderson Transfer Station,
located at 560 Cape Horn Dr., Henderson, Nevada

Apex Landfill

Date: Wednesday, March 15, 2017 **Hours:** 2:00 p.m. to 6:00 p.m.

Place: The Safety Training Room at the Apex Landfill,
located at 13350 N Highway 93, Las Vegas, Nevada

Laughlin Landfill

Date: Wednesday, March 15, 2017 **Hours:** 12:00 noon to 1:00 p.m.

Place: Breakroom at the Laughlin Landfill,
located at 1.2 Mile South of Highway 163 on Needles Highway

Ballots will be comingled and counted at the Safety Training Room at the Apex Landfill, located at 13350 N Highway 93, Las Vegas, Nevada, on Wednesday, March 15, 2017, at 6:15 p.m.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **March 4, 2017**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Also eligible to vote using the Board's challenged ballot procedure are those individuals employed in the classifications whose eligibility remains unresolved as specified above and in the Notice of Election.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **March 8, 2017**. The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

Republic Silver State Disposal, Inc., d/b/a
Republic Services of Southern Nevada, and
Republic Dumpco, Inc.
Case 28-RC-192859

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

V. RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 14 days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board,

Republic Silver State Disposal, Inc., d/b/a
Republic Services of Southern Nevada, and
Republic Dumpco, Inc.
Case 28-RC-192859

1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated at Phoenix, Arizona, this 9th day of March, 2017.

/s/ **Cornele A. Overstreet**

Cornele A. Overstreet, Regional Director

TAB 2

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

REPUBLIC SILVER STATE DISPOSAL, INC.,
d/b/a REPUBLIC SERVICES OF SOUTHERN
NEVADA, AND REPUBLIC DUMPCO, INC.

Employer

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, LOCAL 631

Petitioner

Case 28-RC-192859

TYPE OF ELECTION: RD DIRECTION

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots have been cast for **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, LOCAL 631**, and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit.

UNIT: All full-time and regular part time production and maintenance employees, including drivers, heavy equipment operators, mechanics, utility employees, gate attendants/scale operators, dispatchers, operations clerks, dossier clerks, purchasing clerks, paper pickers, and environmental technicians, employed by Republic Silver State Disposal, Inc., d/b/a Republic Services of Southern Nevada, at the Cheyenne Transfer Station in Las Vegas, Nevada, and the Henderson Transfer Station in Henderson, Nevada, and by Republic Dumpco, Inc. at the Apex Landfill in Las Vegas, Nevada, and the Laughlin Landfill in Laughlin, Nevada; excluding, all other employees, sales employees, special waste executives, purchasing specialists, medical billing clerks, safety representatives, human resources coordinators, human resources administrative assistants, office clerical employees, confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act.



Signed at Phoenix, Arizona on
the 24th day of March 2017.

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director

NOTICE OF BARGAINING OBLIGATION

In the recent representation election, a labor organization received a majority of the valid votes cast. Except in unusual circumstances, unless the results of the election are subsequently set aside in a post-election proceeding, the employer's legal obligation to refrain from unilaterally changing bargaining unit employees' terms and conditions of employment begins on the date of the election.

The employer is not precluded from changing bargaining unit employees' terms and conditions during the pendency of post-election proceedings, **as long as** the employer (a) gives sufficient notice to the labor organization concerning the proposed change(s); (b) negotiates in good faith with the labor organization, upon request; and (c) good faith bargaining between the employer and the labor organization leads to agreement or overall lawful impasse.

This is so even if the employer, or some other party, files objections to the election pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (the Board). If the objections are later overruled and the labor organization is certified as the employees' collective-bargaining representative, the employer's obligation to refrain from making unilateral changes to bargaining unit employees' terms and conditions of employment begins on the date of the election, not on the date of the subsequent decision by the Board or court. Specifically, the Board has held that, absent exceptional circumstances,¹ an employer acts at its peril in making changes in wages, hours, or other terms and conditions of employment during the period while objections are pending and the final determination about certification of the labor organization has not yet been made.

It is important that all parties be aware of the potential liabilities if the employer unilaterally alters bargaining unit employees' terms and conditions of employment during the pendency of post-election proceedings. Thus, typically, if an employer makes post-election changes in employees' wages, hours, or other terms and conditions of employment without notice to or consultation with the labor organization that is ultimately certified as the employees' collective-bargaining representative, it violates Section 8(a)(1) and (5) of the National Labor Relations Act since such changes have the effect of undermining the labor organization's status as the statutory representative of the employees. This is so even if the changes were motivated by sound business considerations and not for the purpose of undermining the labor organization. As a remedy, the employer could be required to: 1) restore the status quo ante; 2) bargain, upon request, with the labor organization with respect to these changes; and 3) compensate employees, with interest, for monetary losses resulting from the unilateral implementation of these changes, until the employer bargains in good faith with the labor organization, upon request, or bargains to overall lawful impasse.

¹ Exceptions may include the presence of a longstanding past practice, discrete event, or exigent economic circumstance requiring an immediate response.

TAB 3

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 28

In the Matter of:

Republic Silver State Disposal Case No. 28-RC-192859
Services, Inc., A Nevada
Corporation, dba Republic
Services of Southern Nevada and
Republic Dumpco Inc. aka
Dumpco, A Nevada Corporation,

Employer,

and

International Brotherhood of
Teamsters, Chauffeurs,
Warehouseman, Local 631,

Petitioner.

Place: Las Vegas, Nevada

Dates: February 21, 2017

Pages: 1 through 172

Volume: 1

OFFICIAL REPORTERS

AVTranz

E-Reporting and E-Transcription
7227 North 16th Street, Suite 207
Phoenix, AZ 85020
(602) 263-0885

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

In the Matter of:

REPUBLIC SILVER STATE DISPOSAL
SERVICES, INC., A NEVADA
CORPORATION, DBA REPUBLIC
SERVICES OF SOUTHERN NEVADA AND
REPUBLIC DUMPCO, INC. AKA
DUMPCO A NEVADA CORPORATION,

EMPLOYER,

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMAN, LOCAL 631,

PETITIONER.

Case No. 28-RC-192859

The above-entitled matter came on for hearing, pursuant to notice, before **LARRY A. SMITH**, Hearing Officer, the National Labor Relations Board, Region 28, 300 Las Vegas Boulevard South, Suite 2-901, Las Vegas, Nevada 89101, on **Tuesday, February 21, 2017, 10:22 a.m.**

1 A P P E A R A N C E S

2 **On behalf of the Employer:**

3 **JOSHUA L. DITELBERG, ESQ.**
SEYFARTH SHAW
4 131 South Dearborn Street, Suite 2400
Chicago, IL 60603
5 Tel. 303-460-5000

6 **KAITLYN WHITESIDE, ESQ.**
SEYFARTH SHAW
7 105 Peachtree Street N.E., Suite 2500
Atlanta, GA 30309
8 Tel. 404-885-1500

9 **On behalf of the Respondent:**

10 **ERIC B. MYERS, ESQ.**
MCCRACKEN, STEMERMAN & HOLSBERRY, LLP
11 595 Market Street, Suite 800
San Francisco, CA 94105
12 Tel. 415-597-7200
Fax. 415-597-7201
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VOIR DIRE</u>
Frederick Burkel	56	92	131	135	
James Carl Rankin	137				154

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

E X H I B I T S

EXHIBIT

IDENTIFIED

IN EVIDENCE

Board:

B-1(a) through 1(d)

6

6

Employer:

E-1

66

77

E-2

80

80

E-3

80

80

E-4

91

91

E-5

91

91

E-6

91

91

E-7

91

91

E-8

156

156

E-9

166

166

Petitioner:

P-1

38

39

1 P R O C E E D I N G S

2 HEARING OFFICER SMITH: The hearing will be in order.

3 This is a formal hearing in the matter of Republic
4 Services, case 28-RC-192859, before the National Labor
5 Relations Board. The Hearing Officer appearing before the --
6 for the National Labor Relations Board is Larry A. Smith.

7 All parties have been informed of the procedures at formal
8 hearings before the Board by service of Statement of Standard
9 Procedures with the notice of hearing. I can get additional
10 copies of the statement for distribution, if anybody -- if any
11 party wants more.

12 Will counsel please state their appearances for the record?

13 And we'll start with the Petitioner.

14 MR. MYERS: I'm sorry. Eric B. Myers. McCracken,
15 Stemerman & Holsberry.

16 HEARING OFFICER SMITH: And for the Employer?

17 MR. DITELBERG: Joshua Ditelberg. Seyfarth Shaw.

18 MS. WHITESIDE: Kaitlyn Whiteside. Seyfarth Shaw.

19 HEARING OFFICER SMITH: And are there any other
20 appearances?

21 Hearing none, let the record show no further response.

22 Are there any other persons, parties or labor -- other
23 labor organizations in the hearing room who claim an interest
24 in this proceeding?

25 And hearing no response, let the record show no further

1 response.

2 Okay. I've previously distributed what's been marked as
3 General Counsel -- or not -- sorry -- Board Exhibits 1(a),
4 through 1(d), with 1(d) being the index and description of the
5 formal documents. I now propose to receive the formal papers.
6 The exhibits have already been shown to all the parties.

7 Are there any objections to the receipt of these exhibits
8 into the record?

9 MR. MYERS: No objection from the Petitioner.

10 MR. DITELBERG: Our only objection would be the naming of
11 the Employer as Republic Services, Inc. As mentioned, the
12 actual names of the facilities in questions are different than
13 that. But apart from that discrepancy, we don't have any other
14 objections to the formal papers.

15 HEARING OFFICER SMITH: And understanding that, we'll get
16 into the legal names in a little bit.

17 So I'll go ahead and receive Board Exhibits 1(a) through
18 1(d).

19 **(Board Exhibit Number 1(a) through 1(d) Received into Evidence)**

20 HEARING OFFICER SMITH: And the parties have reviewed a
21 joint stipulation, but it's my understanding at this time that
22 we can't reach an agreement as to the joint stipulation,
23 including the legal names of the entities. Is that correct?

24 MR. MYERS: It strikes me that the disagreement is not so
25 much over their legal names per se but it's rooted in our

1 disagreement over the appropriate unit. So I -- I think that's
2 right, we cannot agree.

3 HEARING OFFICER SMITH: Okay.

4 MR. MYERS: I -- I will further observe I'm not sure that
5 d/b/a Apex Regional Landfill Unit 446 is a registered
6 fictitious business in the state of Nevada, but we can exam
7 that.

8 HEARING OFFICER SMITH: Okay. Are there any prehearing
9 motions, motions to quash subpoenas et cetera, that need to be
10 made by any party that need to be addressed at this time?

11 MR. MYERS: Well, yes. I -- we did serve a subpoena
12 yesterday and I guess at this point we will ask for the
13 documents to be produced.

14 MR. DITELBERG: There is -- there are issues with the
15 subpoena. First of all, the subpoena return date is not for
16 today; it's for September 21, 2017. So -- so the subpoena, at
17 least in terms of producing materials for today, is
18 nonconforming.

19 Second, we would reserve our right under the rules to take
20 up to the five days provided under the rules to further file a
21 written petition to revoke.

22 HEARING OFFICER SMITH: Well --

23 MR. MYERS: And I'll respond. The -- counsel's pointed
24 out, I seem to have done that a couple of times lately, flipped
25 in my mind February and September. I'm sure counsel had no

1 confusion as to the return date of the subpoena or the date of
2 today's hearing. So I don't think that that's any kind of
3 defense against responding.

4 The -- as far as the five days, that five days can be
5 shortened, and then obviously, in this kind of proceeding, must
6 be shortened. It is reality that the Employer's position
7 statement is due on, in this case, Friday of last week at noon.
8 At that time we see the issues that the Employer goes to --
9 intends to go on hearing about.

10 We had limited time to serve a subpoena, we did it timely,
11 a copy was served on counsel and the documents that are
12 requested are hardly complex. So there's no basis for not
13 producing them today.

14 Obviously if -- if the -- if the Hearing Officer's going to
15 entertain the notion that we should adjourn the hearing or --
16 or that the documents shouldn't be produced until I guess
17 Friday of this week or Monday of next week to allow them five
18 days to respond, then that -- that torpedoed the subpoena
19 ability R hearing now under these rules.

20 So that's no basis for an objection.

21 HEARING OFFICER SMITH: And the fact that the date on it
22 was wrong, I -- I'm not seeing the subpoenas, but it seems like
23 the caption would be on the subpoena and everything. There's
24 -- there no issue of service, from what I understand. So the
25 mere fact that the date is wrong, I would not see as being, you

1 know, such defective problem with the subpoena that the
2 documents shouldn't be produced. In addition to which, if the
3 Petitioner wishes to, they can request an additional subpoena
4 and -- and issue another one with the correct date.

5 So I don't see that there should be an issue of not
6 complying with the subpoena.

7 Second, as far as the five days, yeah, there is five days
8 that you're allowed to respond, but if a hearing comes up
9 before then, you know, now is your chance to respond. And
10 that's only five days to try to file a petition to revoke.
11 That doesn't go towards the merits of whether or not the
12 petition to revoke would be granted.

13 MR. DITELBERG: Uh-huh.

14 HEARING OFFICER SMITH: And, again, I have not seen the
15 subpoena to know whether or not there's any issues with it.
16 You have -- if there's issues to -- to raise, now would be the
17 time to raise them.

18 MR. DITELBERG: Sure. Well, first of all, again, the --
19 the subpoena that was issued is not returnable today and I
20 think it's -- at least in terms of in response today, it's
21 defective on its face.

22 Second, we do, even, you know, within the five-day rule,
23 you know, desire because it's the only response that is set
24 forth in the rules, you know, want to file a written petition
25 to revoke. And under any interpretation of the rules should be

1 provided a reasonable time to do that. Whether we need a full
2 five days, you know, or not, I don't know. We could probably
3 do it in less than that.

4 In terms of responding to the subpoena, you know, it is --
5 it does have vagueness, overbreadth and relevance issues. In
6 terms of also the -- just simply the mechanics of responding to
7 it, some of the documents that Petitioner is requesting are out
8 of state. I mean they're not available here locally. They are
9 at corporate headquarters in Phoenix. So, you know, even
10 under, you know, the -- you know, sort of the most rapid, you
11 know, response possible, if those objections were not to be
12 sustained, you know, at least some of those materials we
13 couldn't get until, you know, potentially tomorrow at the
14 earliest.

15 HEARING OFFICER SMITH: And you already have people working
16 on getting those documents?

17 MR. DITELBERG: Well, I have them in the ready, depending
18 on, you know, the ruling of the Region with respect to the
19 subpoena.

20 HEARING OFFICER SMITH: Well, again, I -- I haven't seen
21 the subpoena, so I don't have anything to review --

22 MR. DITELBERG: Right.

23 HEARING OFFICER SMITH: -- to make a ruling on. If that's
24 something that you want to make copies and get to me and -- and
25 make your issues, but it's not my intent to delay the hearing

1 or postpone it in any way, and also to -- to not postpone the
2 delivery of documents, assuming that there's no reason to
3 revoke the subpoena.

4 MR. DITELBERG: Uh-huh.

5 MR. MYERS: And I will say with respect to that, I mean,
6 counsel -- I'm not sure I understood counsel's last statement;
7 he has the documents ready. There may be documents as -- I'll
8 take it on -- as a matter of good faith that it can't be e-
9 mailed as a -- it would have to be delivered from Phoenix,
10 couldn't get here until tomorrow. There are other -- many
11 other documents that just seem impossible that -- that cannot
12 be either e-mailed or wouldn't be already in the possession of
13 the Las Vegas area office. For example, copies of the
14 handbooks that apply to these employees.

15 So I would ask that, you know, to the extent that there are
16 documents that are already prepared and already available, that
17 they be produced right now and that we only focus on documents
18 that, for some reason, have to come up by courier from Phoenix,
19 if we're talking about a delay of a day.

20 HEARING OFFICER SMITH: And do you have documents here to
21 be able to produce at this time?

22 MR. DITELBERG: We have some of the documents. The -- the
23 bulk of the documents that I was referring to as not in
24 Las Vegas are -- Petitioner's requested, you know, various
25 benefit plan documents, SPDs and the like. Those are, you

1 know, kept in -- in Phoenix. We don't have them locally. We
2 couldn't get them today. And they're very voluminous.

3 I mean an alternative I suppose -- I don't think there's
4 going to be any issue about this, I mean certainly not from our
5 perspective -- is that the various employees that are at issue
6 in this hearing all, you know, essentially received the same
7 benefits, you know. So, you know, we could potentially, you
8 know, stipulate to -- you know, to those facts in lieu of the
9 documents, you know, that we can't present here today.

10 HEARING OFFICER SMITH: Well, why don't we start with
11 turning over the documents that you have to produce so that the
12 Petitioner can look at that and see -- and you can discuss off
13 the record what's missing, what's still left.

14 Again, if you're wanting to file a petition to revoke, it's
15 something that needs to happen and soon.

16 And we could take a brief recess. I'll consult with the
17 Region. But, again, my -- my intention would not be to
18 postpone the hearing and would be that the documents should be
19 produced as soon as possible.

20 So if you want to go ahead and turn over the documents that
21 you have that are ready.

22 MR. DITELBERG: Yeah. I mean basically I have the policy
23 -- you know, the -- the sort of common policy packets. And I
24 guess there are also some work rules that are specific to Apex,
25 the Landfill. Those I do have.

1 HEARING OFFICER SMITH: Okay. If you can go ahead and turn
2 those over the Petitioner.

3 MR. DITELBERG: Do you want a copy as well or --

4 HEARING OFFICER SMITH: I -- if they're going to end up
5 being exhibits that come in, we'll do it that way.

6 MR. MYERS: Thank you very much.

7 HEARING OFFICER SMITH: And if I understand it right, you
8 believe you could have a response tomorrow, as early as
9 tomorrow?

10 MR. DITELBERG: Yes.

11 HEARING OFFICER SMITH: Okay. So I think procedurally if
12 we end up starting with the case and the Employer starts with
13 putting on their evidence -- my plan was to start with the
14 Employer -- and you can put your witnesses on -- there's
15 definitely a lot of questions that we have to go through and
16 that may give time to -- as the documents are being prepared,
17 to get those ready, you know, for the Petitioner. And I would
18 ask that you keep the witnesses available because if the
19 Petitioner wants to question based on the documents that they
20 have not seen yet, they should have the opportunity to do so.

21 MR. DITELBERG: Sure. And, you know, again, on some of
22 these issues, you know, I don't know that there's really sort
23 of a factual issue underlying the documents. In other words,
24 you know, it may be possible, you know, to stipulate to the
25 fact that certain employee groups received the same benefits,

1 you know, which is essentially what the documents would show,
2 that's not going to be an issue from our perspective, you know,
3 if that would move the hearing along.

4 HEARING OFFICER SMITH: And would the Petitioner be
5 agreeable to that for some of the subpoena --

6 MR. MYERS: I'm sorry.

7 HEARING OFFICER SMITH: -- issues?

8 MR. MYERS: The proposal is to stip the documents in or
9 what -- what -- what further stipulation?

10 HEARING OFFICER SMITH: That they may be willing to
11 stipulate that there are certain things requested by the
12 subpoena that they could stipulate that there are common, such
13 as human resources, policies governing or other factual issues
14 that may be able to be stipulated that would cover what is
15 requested in the subpoena.

16 MR. MYERS: Well -- but not in lieu of production. The
17 problem is it -- without -- to be perfectly clear, there seems
18 to be three levels of potential documents here. There's rules
19 that may apply to each of the individual three facilities that
20 they contend are appropriate, there's -- there is a Las Vegas
21 area. So there is a whole administrative structure here in
22 Las Vegas that at various times has had its own vice president
23 of human -- or its own human resource manager overseeing the
24 Las Vegas area. And then there's a national structure.

25 So it's my understanding, my presumption that some of these

1 benefits, for example, are provided at the -- at the Las Vegas
2 office -- area level. For example, a group health plan. I
3 don't -- I'll have to see what the group health plan is. It's
4 a single group health plan. But does that mean it's a group
5 health plan here in -- with a Nevada provider and a Nevada
6 network and -- and covering this area or is it some kind of
7 nationwide group health plan?

8 I think those are significant questions. So I would need
9 further information to understand which of these policies that
10 are going to be delivered and programs and descriptions are
11 specific to the Las Vegas area versus nationwide, because I
12 think to the extent, you know, they -- and they may try to
13 delude our argument about Las Vegas being a real area office
14 with real administrative -- administrative substance by saying,
15 "Well, these are just national policies, these are just
16 national handbooks, these are just national. They apply
17 everywhere."

18 So I need to see what they are and how the -- the extent of
19 their application. So for that -- that's the reason that we've
20 requested these documents. And now if -- if -- maybe the
21 testimony today makes clear some of these factual issues and
22 then I could stipulate more easily that the documents aren't
23 necessary.

24 HEARING OFFICER SMITH: And I -- I hear you mentioning
25 whether it's Las Vegas or more than Las Vegas. And I just want

1 to make sure that I'm clear that, you know, in the off-record
2 discussions that we had about the possible issue of residual
3 units, that I wasn't suggesting that a residual unit -- excuse
4 me -- might extend to beyond the Las Vegas area. So hopefully
5 that wasn't any miscommunication there. So I'm not really sure
6 why you're talking about Las Vegas versus the rest of the --
7 the fact of whether or not they have -- what the policy is that
8 applies for these three individual facilities.

9 MR. MYERS: All right. Our contention is -- I don't
10 misunderstand your position I don't think. I mean I understand
11 you're talking about a residual unit based on the existing
12 unit. The existing unit covers three yards. It covers
13 Henderson, it covers Apex, it covers Cheyenne. And so, in our
14 view, the -- a residual unit, if that's the track that the --
15 that the Regional Director would adopt ultimately, the residual
16 unit should be a residual of an existing unit, and so would
17 encompass the leftover employees, so to speak, within those
18 three yards. And that's our -- that's our understanding of
19 what that would look like and how -- and the scope of what that
20 residual unit would contain. That's -- so --

21 HEARING OFFICER SMITH: All right. I just wanted to make
22 sure there wasn't a misunderstanding.

23 MR. DITELBERG: Yeah. And let me just reiterate. I mean
24 particularly with these benefits issues, I mean we're not
25 looking to hide the football. I suspect through testimony we

1 can clarify, you know, what the scope of various benefit plans
2 and provisions are in a noncontroversial way. And, you know,
3 we can see, you know, what, if anything, is even beyond that,
4 you know, with respect to evidence. But we can certainly get
5 into those issues. I don't think those are, you know,
6 difficult issues to address through testimony.

7 HEARING OFFICER SMITH: And we'll --

8 MR. DITELBERG: And --

9 HEARING OFFICER SMITH: -- proceed through the testimony --

10 MR. DITELBERG: Yeah.

11 HEARING OFFICER SMITH: -- and if -- the -- the document
12 production should still happen.

13 MR. DITELBERG: Yeah.

14 HEARING OFFICER SMITH: And that way if there is something
15 that comes up different in the documents, that you're able to
16 examine the witnesses or get that into evidence when you're
17 presenting your case, Mr. Myers.

18 MR. MYERS: And -- thank you. And I would also note -- I
19 mean we've been focus -- focused narrowly on the issue of
20 benefits and I understand trust documents can be voluminous and
21 not terribly interesting to read at times, but others of the
22 request go to job description for various positions for the job
23 descriptions for the positions here at issue, job descriptions
24 for those positions that the Employer's contending to add, job
25 positions for the various administrative personnel, both at the

1 plant level and the Las Vegas level.

2 So those documents also seem to me at least quite
3 apparently documents that should be readily available by an e-
4 mail if they're in Phoenix as opposed to here, but I didn't get
5 them right now. And --

6 HEARING OFFICER SMITH: I'm --

7 MR. MYERS: -- and I will say that, whereas benefits we
8 might be able to talk generally and the documents will -- you
9 know, may or may not be necessary to supplement that.

10 Having job descriptions as -- that I've just described will
11 be important when I'm examining these actual witnesses because
12 these -- these would be the job descriptions for these
13 witnesses. So it would seem to me that we're almost certain to
14 have to call them back if I don't get the job descriptions for
15 a day or two.

16 HEARING OFFICER SMITH: Understood. And we'll proceed as
17 best that we can. And, like I said, I've asked for the
18 witnesses to be -- to remain available for examination and
19 asked for documents to be produced.

20 MR. MYERS: Thank you.

21 MR. DITELBERG: So I'm just going to say in addition to a
22 packet of policies and procedures that I provided, I also have
23 some work rules and -- and procedures that are specific to the
24 Apex Landfill, which I'm also providing.

25 MR. MYERS: Thanks.

1 HEARING OFFICER SMITH: Okay. Are there any motions to
2 intervene in these proceedings to be submitted to the Hearing
3 Officer at this time?

4 And are the -- hearing no response, let the record reflect
5 no response.

6 Are the parties aware of any other employers or labor
7 organizations that have an interest in this proceeding?

8 MR. DITELBERG: No.

9 HEARING OFFICER SMITH: And hearing no response --

10 All right. Will the Employer please state its full and
11 correct name for the record? And I understand that this is
12 going to be for three different entities?

13 MR. DITELBERG: Yes. Yes. The three business units are
14 Republic Silver State Disposal, Inc., d/b/a Republic Services
15 of Southern Nevada Business Unit 445, which is known
16 colloquially as the Cheyenne transfer station, and we may refer
17 to it as Cheyenne during the proceedings. The second is
18 Republic Silver State Disposal, Inc., d/b/a, Republic Services
19 of Southern Nevada Business unit 447, which is also known as
20 the Henderson transfer station or Henderson. And the third is
21 Republic Dumpco, Inc., d/b/a Apex Regional Landfill Business
22 Unit 446, which is also known colloquially as the Apex regional
23 landfill or Apex.

24 HEARING OFFICER SMITH: Okay. Are there any objections to
25 having the petition and other formal papers amended so that the

1 name of the Employer will correctly appear in the captions
2 thereon as listed by counsel for the Employer?

3 MR. MYERS: Well, listen, I don't want to put form over
4 substance; we think that the Employer is -- as we have
5 described, we think -- and I'll note for the record that as
6 it -- the Employer has executed collective bargaining
7 agreements with the Union, they call themselves Republic Silver
8 State Disposal Services, Inc., a Nevada Corp., d/b/a Republic
9 Services of Southern Nevada and Republic Dumpco, Inc., aka
10 Dumpco, a Nevada Corp.

11 On all -- I will state for the record and -- and can
12 supplement this, in my extensive litigation with this company,
13 they appear in legal documents as Republic Silver State
14 Disposal Services, Inc., a Nevada Corp., d/b/a Republic
15 Services of Southern Nevada. I have never seen them describe
16 themselves in any context other than the present one as, you
17 know, being known by the business unit number or being known,
18 for that matter, as separate and individual entities. That's
19 just simply not how they function.

20 So I guess I'd rather the record reflect our dispute over
21 that than -- than my agree that their characterization of their
22 name as Employer is correct.

23 HEARING OFFICER SMITH: And I see you were referencing a
24 collective bargaining agreement. What specific portion were
25 you looking at where you got these names from?

1 MR. MYERS: It's page 49, the signature page signed by
2 Joseph Burkel, who was the Area President at the time, if I'm
3 saying this --

4 HEARING OFFICER SMITH: And I believe --

5 MR. MYERS: -- title correctly.

6 HEARING OFFICER SMITH: -- that's page 48?

7 MR. MYERS: Page 49 of the collective -- oh, well, I'm
8 sorry. Yeah, absolutely, 48.

9 HEARING OFFICER SMITH: Okay.

10 MR. MYERS: Well, there's -- there's a memoranda agreement
11 at -- let me start over again on the pages.

12 MR. DITELBERG: Yeah. I think you've got an LOU.

13 MR. MYERS: Yeah. The -- the Article 19 title duration of
14 agreement is signed on page 49.

15 HEARING OFFICER SMITH: Okay. So at this point I'll let
16 this be decided by the Regional Director as to whether or not
17 the caption should be corrected, understanding that there is an
18 objection to correcting the legal name.

19 All right. Can it be stipulated that the Employer at each
20 three of the entities is engaged in commerce within the meaning
21 of the National Labor Relations Act and is subject to the
22 jurisdiction of the National Labor Relations Board? We'll
23 start with that.

24 MR. DITELBERG: Yes, we concede that the Board has commerce
25 jurisdiction in respect to each of the three business units.

1 HEARING OFFICER SMITH: And to make sure that we've got
2 some of the facts that are necessary for commerce, I believe in
3 the position statement the Employer had stated that for each of
4 the individual units, the Henderson, the Apex and the Cheyenne
5 facilities, that each one of them had gross revenues in excess
6 of \$1 million. Is that correct?

7 MR. DITELBERG: Yes.

8 HEARING OFFICER SMITH: And can the Employer also stipulate
9 that for each of those entities, again, Apex, Henderson and
10 Cheyenne, that they received at their facilities, each
11 individual facility, goods valued in excess of \$50,000 directly
12 from points outside the state of Nevada?

13 MR. DITELBERG: Yes, we so stipulate.

14 HEARING OFFICER SMITH: Okay. And, with that, the Employer
15 stipulates that each entity is an employer engaged in commerce
16 within the meaning of Section 22, 26 and 27 of the Act?

17 MR. DITELBERG: We do.

18 HEARING OFFICER SMITH: Any objections to receiving that
19 stipulation?

20 MR. MYERS: None.

21 HEARING OFFICER SMITH: Okay. The stipulation is received.
22 And for the Petitioner, can you state the correct legal
23 name for the Petitioner?

24 MR. MYERS: Yes. International Brotherhood of Teamsters,
25 Chauffeurs, Warehousemen, Local 631.

1 HEARING OFFICER SMITH: And is that the same name that
2 appears on the petition? In other words, is the name as listed
3 in the petition, is that the correct legal name?

4 MR. MYERS: Okay. Yes, that's right, Hearing Officer.

5 HEARING OFFICER SMITH: Okay. Can it be stipulated that
6 the Petitioner herein, as described, is a labor organization
7 within the meaning of the National Labor Relations Act?

8 MR. MYERS: Yes.

9 HEARING OFFICER SMITH: For the Employer?

10 MR. DITELBERG: We -- we so stipulate.

11 HEARING OFFICER SMITH: Okay. The stipulation is received.

12 All right. So we're going to go to the issues that are
13 here for the hearing. Will the parties please state their
14 position on each issue? It's my understanding that the -- the
15 issue really focuses on whether or not the appropriate unit --
16 whether or not the unit that should be allowed is a unit
17 comprised of the three different properties or whether or not
18 it should be three different facilities or whether or not it
19 should be individual facilities. But then also there are
20 issues as far as whether or not there's any additional
21 employees that should be included in the unit.

22 So we'll start with the Employer as far as what your
23 position is for the issues that you believe are outstanding.

24 MR. DITELBERG: Sure. First of all, with respect to the
25 grouping of facilities, it's the Employers' position -- the

1 Employers', plural, position that the combined unit petitioned
2 for by the unit -- by the Union -- excuse me -- is
3 inappropriate because it combines employees in three separate
4 business units into a single bargaining unit. And it's our
5 position that there should be three bargaining units
6 corresponding to those three business units, assuming an
7 appropriate showing of interest in each of those units.

8 That while in our position statement we assert that
9 specialty healthcare is facially unlawful, even under that
10 decision, those three business units do not correspond to any
11 administrative grouping within Republic Services organization.
12 One of those business units is a landfill, the other two are
13 transfer stations. And those are fundamentally different
14 operations.

15 There are two separate legal entities involved and three
16 d/b/as. These facilities are miles away from each other.
17 There is no common day-to-day supervision with respect to the
18 employees at issue or any interchange between those employees.
19 And that day-to-day working experiences and employment terms
20 and conditions are sufficiently different, that they cannot be
21 combined into a single unit.

22 Additionally, those three facilities are each run by
23 different general managers and have different financial
24 accounting in ways that would potentially impact upon, among
25 other things, labor cost considerations. They are autonomous

1 business units with respect to critical issues of labor
2 relations.

3 With respect to the -- turning to the unit placement
4 issues, it is our position that at the Cheyenne facility, there
5 should be added to a Cheyenne unit four dispatcher, and then in
6 parentheses, scale operators. And then there should be one
7 operations clerk, and in parentheses scale operator added to
8 the Henderson unit. We don't have any additional employees to
9 add at the Apex unit.

10 And, in a nutshell, those additional employees should be
11 added to those units because they perform essentially the same
12 functions in terms of weighing and scale work as those
13 employees that the Union has petitioned to represent at those
14 facilities.

15 HEARING OFFICER SMITH: Okay. Anything more?

16 MR. DITELBERG: No.

17 HEARING OFFICER SMITH: Now, I know I mentioned this before
18 we went on the record, there's already a collective bargaining
19 agreement that covers not only these three facilities but also
20 the Laughlin -- facility in Laughlin. What my question was was
21 if these facilities are so different from each other, why is it
22 then okay that that was found to be an appropriate unit? In
23 other words, what -- what's the Employers' position on, you
24 know, why not, if there's already a collective bargaining
25 agreement that covers these three facilities plus the Laughlin

1 unit, why shouldn't there be the possibility of having an
2 appropriate bargaining unit that covers these three facilities
3 for these other groups of employees?

4 MR. DITELBERG: Sure. I would make two primary points.
5 And, first of all, you know, this collective bargaining
6 agreement in and of itself covers a fourth facility, which the
7 Union is not seeking to represent. Second, and we can have
8 testimony on this, the collective bargaining agreement with
9 more than one facility was entered into prior to the time that
10 the current Employers acquired at least some of the facilities,
11 and any of the facilities that are at issue here. Basically it
12 assumed a collective bargaining agreement that was already
13 existing on a multi-facility basis. It was not something that
14 it agreed to or stipulated to ab initio. It basically took on
15 the CBA.

16 So, you know, it was never conceded or taken a position in
17 a Board proceeding that the collective bargaining agreement
18 corresponds with any administrative grouping within the
19 organization.

20 HEARING OFFICER SMITH: Okay. And for the Petitioner, what
21 is your statement of position on the issues?

22 MR. MYERS: Thank you. One moment, if I may.

23 Yes, thank you.

24 Yes, thank you, Hearing Officer.

25 Well, the -- following I guess the Employers' framework,

1 talking first about the appropriateness of the multi-facility
2 bargaining unit and then talking about the unit placement
3 issues and then talking about the residual bargaining unit
4 issue, I will proceed as follows: While recognizing that
5 there's a presumption of a single employer unit, in this case,
6 we're not even convinced that each of these separate entities
7 is a, quote, unquote, "Employer" separate and distinct from
8 the -- the Las Vegas regional office, regional structure of the
9 Employer.

10 The -- as my understanding and we think the evidence will
11 show, first of all, let's understand what the business of this
12 company is. It provides solid waste collection, trash
13 collection and landfilling for geopolitical entities in
14 Southern Nevada under a contract with those entities. It is
15 not, to my understanding, as if the Apex Landfill has a
16 separate contract with the -- with Clark County or the
17 surrounding counties or that the Apex -- that the Cheyenne yard
18 or the Henderson yard did on these -- this work separately and
19 happened to win this work.

20 This is Republic Services that won this work. Republic --
21 Republic Service obviously owing to the -- the geographical lay
22 of Southern Nevada can't perform all of work out of a single
23 installation under this contract it has with the -- with the
24 county presumably or the counties. Instead, it -- it operates
25 different facilities.

1 But to perform the work that it has won under its bidded
2 contract, we think that's significant because these really are
3 different facilities that work hand and glove to perform a
4 single task. This is -- and I think the strongest evidence of
5 that or one piece of evidence of that is that the Employer does
6 not maintain, as has been suggested, three autonomous
7 administrative departments in each of three petitioned for
8 facilities. It maintains a headquarters here in Las Vegas at
9 770 East Sahara, which serves as the seat of its operations in
10 terms of administration, in terms of any number of elements.
11 It actually has a -- a president of what they call the
12 Las Vegas area.

13 So the -- the assertion that there is no administrative
14 unit that covers the petitioned for bargaining unit seems
15 belied by the facts. Furthermore, it's been our long
16 experience dealing in bargaining with Republic Services of
17 Southern Nevada that the control over labor relations emanates
18 from this Las Vegas area office. The negotiator for the
19 Company, the head negotiator or chief negotiator is the
20 president of the Las Vegas area.

21 Now, there are -- there's participation, as one might
22 expect, from the different facility managers, but if these
23 facility managers were somehow independent fiefdoms in terms of
24 labor relations, it begs the question why -- why they're all --
25 why are the -- why is the negotiation happening at the

1 Las Vegas -- through the Las Vegas Area President?

2 And, moreover, we've long dealt with persons in the
3 position of the human resource manager for the Las Vegas area.
4 We have testimony or we will have evidence that discharge
5 decisions are made in coordination with the Las Vegas Human
6 Resource Manager. It used to be a gentleman named Hank Vasquez
7 replaced by a Mr. Dickey and there may have been other changes
8 since then. But over time, we know that when there's been
9 labor and labor relations disputes, those labor and labor
10 relations disputes, including just a simple decision to
11 discharge, have been coordinated between the -- the General
12 Manager of the facility, this is natural, but also the
13 Las Vegas area office and the oversight provided here in
14 Las Vegas for all three facilities.

15 The -- in addition to central control over labor relations
16 and lack of real autonomy, the similar similarity of the skills
17 here as one compares the different units is -- is another
18 factor that weighs in the favor of finding a three-unit
19 facility -- a three-unit bargaining unit.

20 When one turns to the conditions of employment, the -- all
21 of the employees at all three facilities operate under the same
22 work rules, have the same benefit plans, they have a group
23 medical benefit, which we believe is a medical benefit that is
24 negotiated here at the Las Vegas level. We'll find out more
25 about that. But it is certainly not one that is negotiated at

1 the level of the individual facility. For example, Jim Rankin,
2 who's the General Manager of the Cheyenne facility, to my
3 knowledge -- and Jim can correct me if I'm wrong -- is not out
4 there shopping for group health plans for his people. Right?
5 So all of this is done at this regional level.

6 And if the Union wants to bargain over health benefits, it
7 would actually be counterproductive from a bargaining point of
8 view. If Mr. Rankin would say, "Well, you know, I'd love to
9 bargain about that, but I really have no control because we're
10 in this big group plan and" -- "and you're up against the whole
11 group here," that's not just in terms of benefits but -- health
12 and welfare benefits; we believe that's in terms of vision, in
13 terms of other welfare benefits. None of them are administered
14 or provided at the plant level.

15 I talked about work rules. The work rules are -- are --
16 the work rules are set out in various companywide handbooks. I
17 suspect the Company will argue, "Well, it's" -- "it's the
18 whole" -- "you know, "the whole nation," so their handbook
19 doesn't apply. Only to the Las Vegas area. But, in reality,
20 the human resource function is centralized at the Las Vegas
21 area. And we know and I will have evidence -- just had an
22 arbitration, somebody fired here, an arbitration a couple of
23 months ago and we have testimony that it was Mr. Dickey who was
24 involved with making the decision. Again, Mr. Dickey is the
25 Area HR Representative, right, the -- the Las Vegas Area HR

1 Representative. If all of these decisions are autonomous,
2 what's he doing in that conversation?

3 When the Union files a grievance, it goes to the Las Vegas
4 area HR department, labor relations segment. They coordinate
5 with the general managers to find out their positions, as one
6 would expect that they do, but resolutions are sought and made
7 not -- well, they're sought and made sort of in a way that
8 reflects the reality that this is a three-site facility. I'll
9 talk -- a four-site facility.

10 So without going too much further afield, I'll just point
11 to the last one, which will circle back to which is bargaining
12 history. I mean the bargaining history clearly favors the
13 multi-unit facility because the -- the facilities that we have
14 petitioned for have existed for the last -- I have collective
15 bargaining agreements going back to the 1980s as a single unit.
16 And I'll return to that question when we get to the residual
17 unit issue.

18 With respect to the unit placement issues, we feel that
19 the -- that the individuals whom -- for whom we petitioned
20 constitute an appropriate unit. The Employer does not contend
21 that it is not appropriate to have at Cheyenne the paper
22 pickers grouped with the, what I'll call, the shed employees;
23 rather, contends that the unit is under inclusive because it
24 doesn't include certain individuals.

25 Let me just say sort of in the big picture that the -- the

1 main grouping of employees with whom the -- for whom the Union
2 petitioned are -- are what we call shed employees. So the shed
3 employees, if I'm understanding correctly, and the evidence
4 will make clear, but these are people who -- who interface with
5 customers who come in to dump either at a transfer station or
6 the ultimate landfill, the Apex. They are coming in. They're
7 either residential customers who have got a bunch of trash that
8 they're trying to get rid of or they're small businesses who
9 are doing their own refuse delivery. They come into the yard
10 to dump it. And they are -- their business is handled by a set
11 of people we call shed employees.

12 The shed employees measure the truck. They don't actually
13 weigh the truck. They -- they sign paperwork and they direct
14 the -- the customer to -- to a certain area depending on what
15 he's dumping.

16 The -- the exception to that is that at the -- the Apex
17 yard, the shed employees actually also do the weighing. All
18 right? So they have that weighing component in their -- in
19 their job description or their -- their -- what they do.

20 The dispatchers that the Employer seeks to add, our
21 understanding is that they are that, they're dispatchers. And
22 we'll find out more about their dispatching function. They
23 also appear to -- to operate the scales at Henderson and at
24 Cheyenne. So their interface is different than the shed
25 employees in that respect. What they're weighing is the trucks

1 that come in -- Republic Services' trucks that are coming in to
2 dump trash that Republic Services has collected. That has to
3 be weighed. And so they perform that weighing function.

4 And, as I say, the only time that there's an overlap
5 between these two groups of employees is at Apex where the shed
6 employees perform a dual function. They both do the -- the
7 work of a shed employee; greeting, I suppose greeting's the
8 word, but processing customers who are doing their own delivery
9 and they do the weighing of the Republic Services' vehicles.

10 So we think that the unit that we petitioned for has
11 integrity, cohesiveness and effectively is looking at the shed
12 employees with the additional add-on of the paper pickers.
13 And -- and the Employer doesn't contest that the paper pickers
14 are appropriately added to the shed employees, at any rate.

15 So -- but if that unit, as I've just described it, is
16 fractured or somehow inappropriate as we've petitioned for,
17 then we go back to the residual unit doctrine. Because of the
18 unique circumstance that this is a -- basically a union
19 operation, 95 percent of this operation is union, the -- the
20 only classifications to my knowledge that are missing from this
21 union operation that are integrated into the union portion of
22 the -- of the company are the -- the classifications that we're
23 discussed here today. So, in other words, the shed employees,
24 the dispatchers, the -- the -- the operations clerk who does
25 weighing at Henderson.

1 So it would be appropriate were the Region to direct an
2 election in the three facilities that we've named and include
3 the employees that -- at issue here, the employees that the
4 Employer is seeking to add to the unit.

5 You raised the question of Laughlin. It is true that the
6 Union represents the drivers out of Laughlin but to the Union's
7 knowledge and our position is none of the petitioned for
8 employees, classifications of employees function out of the
9 Laughlin operation. So it's not like we're missing people
10 because of Laughlin.

11 So that's my position on the issues. Thank you.

12 HEARING OFFICER SMITH: So as to the residual unit issue,
13 is it the Union's position or the Petitioner's position that
14 there are no other employees that share a community of interest
15 with the employees that you're petitioning for such that they
16 should be included in a residual unit if the Region ultimately
17 finds that -- that their community of interest is such that a
18 residual unit should be a -- a consideration?

19 MR. MYERS: We would concede that the employees that the
20 Employer is seeking to add to the unit should be part of the
21 residual unit. That is the dispatchers and the operate --
22 operations clerk, because they would seem to -- owing to the --
23 to the doctrine under the residual unit principle that all of
24 the -- the remaining employees, classifications of employees
25 who perform work that is -- that is similar and integrated with

1 the work of the unit -- existing unit should be included.

2 So, to that extent, we think it would be appropriate for
3 the Region to direct an election in such a residual unit.

4 HEARING OFFICER SMITH: And are there any additional
5 employees that the Petitioner is aware of that should be
6 considered as part of a residual unit?

7 MR. MYERS: No.

8 HEARING OFFICER SMITH: Thank you.

9 And I -- you didn't discuss the residual unit in the
10 statement of issues and I didn't identify that as one of
11 issues. So at this time do you want to take a position on
12 residual units?

13 MR. DITELBERG: Yeah. And maybe I can also respond briefly
14 to some of the points that were raised. I won't try to belabor
15 the testimony and make a lot of argument, but more from the
16 prospective of orienting the hearing.

17 I would just note -- make -- make a few other points with
18 respect to the collective bargaining agreement. You know,
19 first of all, even that collective bargaining agreement was
20 executed on behalf of two separate employer entities, not one,
21 it is a, you know, driver unit with some additional
22 classifications. I think the testimony will show that, you
23 know, the drivers do have contact and cross-pollinate with
24 other facilities in the way -- in ways that the employees at
25 issue in this hearing do not. You know, that they don't have

1 interchange in the way that the drivers do.

2 I think the testimony will also show that there are
3 multiple municipal and other governmental contracts at issue,
4 not simply one, and that they do correspond geographically to
5 the units in question. The units in question also have
6 different dedicated HR personnel. That will come out in the
7 testimony.

8 I would note that what's been referred to is -- as the
9 Las Vegas area encompasses more than these three facilities.
10 You know, again, aligning with the argument that we've made
11 that there -- this doesn't correspond to any existing natural
12 administrative grouping within the organization.

13 Laughlin I believe does have at least one position that is
14 similar to the ones that have been raised by the parties, and
15 we can explore that in testimony.

16 With respect to policies, as counsel alluded to, at least
17 some of the -- excuse me -- policies and benefits, some of them
18 are national and not simply, you know, limited to the three
19 facilities in question, you know, or even within the greater
20 Las Vegas area. I think it was alluded to that Apex, the
21 landfill does have different work rules. And, in fact, I
22 provided those to counsel in response to the subpoena.

23 And with respect to the residual unit issue, our position
24 is that if the Region were to find that a single unit
25 encompassing the three facilities is appropriate, then the

1 positions we have sought to include would need to be included
2 in such a unit, because -- and just using counsel's
3 terminology, you know, of Apex employees performing dual
4 functions in the area of weighing and scaling and so forth, the
5 other employees that we've identified that should be added
6 perform similar functions.

7 The situation in terms of if there are three units, as we
8 have argued, you know, whether those additional employees
9 should be included in sort of siloed units is more debatable
10 and questionable. But there's no question and our position is
11 is that if there's a single unit, you know, much of the
12 commonalty is due to the fact that they perform functions that
13 are substantially similar to those performed by the Apex
14 operators.

15 HEARING OFFICER SMITH: Okay.

16 MR. DITELBERG: That's understandable.

17 HEARING OFFICER SMITH: Okay. So you mentioned the
18 position -- some of the things that have been raised are the
19 position statement and the CBA. It would be my goal to have
20 those introduced into evidence. I don't know if you planned on
21 offering the position statement. That might help the decision
22 writer; but also the CBA because it covers the employees, if
23 that's something that we can get into the record for whoever
24 presents it. And I do have copies that I've made or if -- I
25 don't know if the court reporter can take those as they are

1 with the book form, if we could --

2 THE COURT REPORTER: Yes.

3 HEARING OFFICER SMITH: -- do that.

4 MR. MYERS: Shall I mark these as --

5 MR. DITELBERG: You know, maybe Union -- you know, Union --
6 I mean we weren't -- I think it's primarily the Union's
7 argument in terms of the applicability of the CBA. And
8 obviously we'll have evidence in that regard. If they want to
9 make it their exhibit, you know, we won't object to it as a --
10 you know, on, you know, sort of relevance or admissibility
11 grounds.

12 MR. MYERS: I'll call it Petitioner 1.

13 HEARING OFFICER SMITH: Okay.

14 MR. MYERS: Do you mark them, sir, yourself or do you want
15 me to mark it?

16 THE COURT REPORTER: You can put a P-1 on the front. That
17 would be perfect.

18 **(Petitioner Exhibit Number 1 Marked for Identification)**

19 HEARING OFFICER SMITH: And then if you want to make the
20 position statement an exhibit -- I was kind of surprised that
21 they weren't part of the formal exhibits. But if you want to
22 offer --

23 MR. DITELBERG: Sure.

24 HEARING OFFICER SMITH: -- offer it, it would be something
25 that I would be interested in seeing.

1 MR. DITELBERG: Sure. We can --

2 MR. MYERS: The Employer's position --

3 MR. DITELBERG: We -- we --

4 MR. MYERS: -- statement, is that what you said?

5 HEARING OFFICER SMITH: Yes.

6 MR. MYERS: I see.

7 HEARING OFFICER SMITH: Yeah.

8 MR. DITELBERG: We -- we would need to make copies, but --

9 HEARING OFFICER SMITH: Thank you.

10 MR. DITELBERG: -- we can certainly do that. Thanks.

11 HEARING OFFICER SMITH: And no objection to Petitioner's 1
12 being received into evidence?

13 MR. DITELBERG: No objection.

14 HEARING OFFICER SMITH: Okay. So Petitioner's 1 is
15 received.

16 **(Petitioner Exhibit Number 1 Received into Evidence)**

17 MR. MYERS: May I ask the Hearing Officer to seek
18 clarification? I understood the Employer to say that if the
19 Region were to pursue a residual unit, then the Employer's
20 position is that the -- the dispatcher slash scale operator, as
21 they've been described, and the, I believe it's called, some
22 kind of clerk should be included? In other words, the --
23 that -- those classifications that the Employer has identified
24 in its position statement should be included to make it an --
25 an appropriate residual unit, is that all?

1 MR. DITELBERG: Could I just go off the record for a
2 moment? I just want to consult and make sure that I'm clear on
3 this point. Then we can hopefully clarify it for the record.

4 HEARING OFFICER SMITH: Do you need long enough to -- to go
5 off the record or can you just --

6 MR. DITELBERG: I'd just like to take folks out --

7 HEARING OFFICER SMITH: Okay.

8 MR. DITELBERG: -- into the hallway for a minute.

9 HEARING OFFICER SMITH: Okay. We'll go off the record.
10 (Off the record at 11:23 a.m.)

11 MR. DITELBERG: Okay. Thank you.

12 So after, you know, consulting with the managers, the
13 Union has described the unit that they are petitioning to
14 represent in a way that is different from the understanding
15 that the Employers had, so let me see if I can clarify and
16 somebody can poke me if I'm misstating this -- what our
17 position is. You know, we now understand the Union to be
18 petitioning for, you know, what they call the "shed
19 attendance," or the "shed employees," or what are also known as
20 "outside employees." The additional employees that we have
21 referenced in our position statement are essentially what I
22 would call inside employees. You know, they do perform some
23 weighing and scaling functions, but they are different in that
24 respect.

25 So it's our position that if the outside shed folks is

1 what the Union is seeking, that actually the additional
2 employees that we referred to in our position statement should
3 be out of a residual unit or otherwise not added to the
4 bargaining unit or units regardless of whether the Region were
5 to find a single unit appropriate or three separate units
6 appropriate.

7 And then also, just to sort of, you know, kind of round
8 out the cast of characters from a residual unit analysis, it's
9 our position that other employees at the three business units
10 should not be included in a residual unit. You know, we can
11 catalog exactly who those folks are. They're primarily
12 clerical employees at the three business units and facilities.

13 HEARING OFFICER SMITH: So is it that the Employer is
14 changing its position as to whether or not these employees, the
15 dispatchers, and the clerks should be included in the unit?

16 MR. DITELBERG: Yes, we are. I mean, given what we've
17 heard thus far at the hearing.

18 MR. MYERS: You're changing that position not just with
19 respect to what would be an appropriate residual unit, but what
20 would be appropriate with respect to the petition for unit.
21 And I think I even heard you say that even if you prevail and
22 find it appropriate that these be single units. You would not
23 want to include these inside employees, am I --

24 MR. DITELBERG: That's correct.

25 MR. MYERS: So in no scenario would you want to include

1 these inside employees?

2 MR. DITELBERG: Correct. So I think the difference is
3 really with respect to, you know, whether there should be a
4 single unit or three separate units, and obviously to the
5 extent that the Region feels that it needs to conduct its own
6 investigation on these matters.

7 HEARING OFFICER SMITH: Understood, then we will need to
8 cover those facts so that the Region can make a determination
9 on the residual unit.

10 MR. DITELBERG: Okay.

11 MR. MYERS: I will say that the daylight between what
12 would be -- the petition for unit and a residual unit is, at
13 least according to the parties, there's no daylight. The
14 petition for a unit and a proper residual unit from the parties
15 point of view would be coterminous. We're talking about, you
16 know, the folks that we petitioned for taking out the folks
17 that they now -- that they say are no longer part of their
18 argument and they're not adding any other classifications and
19 we're not adding in any other classifications so we're talking
20 really, you know, the only issue practically seems to be
21 whether this should be a single unit, whether by virtue of the
22 multi facility approach or by virtue of the residual approach
23 results in the same thing, at least as far as the parties are
24 concerned.

25 I understand that you, as a Hearing Officer, has a duty to

1 investigate and make determinations based on the law and so
2 forth, but it seems to me that the parties' common view of
3 those questions should be -- carry some weight in that
4 analysis.

5 HEARING OFFICER SMITH: Understood, and we will need to go
6 into the issues of the residual unit, including the community
7 of interest that each group of employees, what their factors
8 are as far as dealing with other employees, including the
9 employees in the petitioned for unit, but also their community
10 of interest to the employees that are in the bargaining unit to
11 try to figure out whether or not they should be included in a
12 residual unit, if that ultimately ends up being an issue.

13 MR. MYERS: I will say, it's my understanding of a
14 residual -- the residual issue, as I recall the case law, and I
15 could see -- I mean, one reaches the residual issue if the
16 petition for issue is not appropriate. If the petition for
17 issue -- if the petition for unit --

18 HEARING OFFICER SMITH: I believe it should be in one of
19 the cases that I distributed to both parties earlier.

20 MR. MYERS: Sure.

21 HEARING OFFICER SMITH: I think the first part of the
22 analysis is whether or not the petitioned for employees share a
23 separate and distinct community of interest apart from the
24 represented employees. And if that's the case -- well, if it's
25 not separate and distinct, in other words, if they do share

1 some community of interest with the bargained for employees,
2 then the Board then determines whether or not they constitute
3 an appropriate residual unit.

4 MR. MYERS: Okay.

5 HEARING OFFICER SMITH: It's a little hairy in how it's
6 worded, but it should be in some of the cases that I handed
7 out.

8 MR. MYERS: Yep.

9 MR. DITELBERG: Let me also just mention something
10 briefly. In light of, you know, our position, given the
11 additional information that we've been provided, I mean, I
12 think we certainly can introduce our position statement as an
13 exhibit and it may make sense to do so regardless, but I'm just
14 wondering, you know, how we can best clarify to the decision
15 writer that, you know, the position at hearing and the evidence
16 may depart from that in some respects.

17 HEARING OFFICER SMITH: I believe you're talking about
18 because in the position statement you -- the Employer wants to
19 add these positions, but now the Employer no longer wants to
20 add those positions; is that right?

21 MR. DITELBERG: Correct. Yes.

22 HEARING OFFICER SMITH: Okay. And maybe there's a way,
23 maybe my adding a notation to the side or lining through that
24 portion or adding some notation on there that this is no longer
25 the Employer's position, if you want to add -- provide the

1 position statement into evidence?

2 MR. DITELBERG: If that's appropriate. I wasn't sure how
3 pristine it had to be as a document, but we can certainly make
4 a notation if that's acceptable to the Hearing Officer and to
5 the Petitioner.

6 HEARING OFFICER SMITH: And maybe even making a note to
7 when the position statement is offered into evidence?

8 MR. DITELBERG: Sure.

9 MR. MYERS: Mr. Hearing Officer, may I have a very brief
10 word with opposing counsel, if that would be appropriate?

11 HEARING OFFICER SMITH: Do you want to go off the record?

12 MR. MYERS: If I may?

13 HEARING OFFICER SMITH: We'll go off the record.

14 (Off the record at 11:39 a.m.)

15 HEARING OFFICER SMITH: Okay. We're back on the record.
16 Was there anything more to follow up? I know that you were
17 going off the record to have a brief discussion.

18 MR. MYERS: Not at this time, Mr. Hearing Officer.
19 Thanks.

20 HEARING OFFICER SMITH: All right. Although there is a
21 presumption that a single facility is a presumptively
22 appropriate unit, because we're looking at multi facilities,
23 that's not going to be the case, so we don't have that
24 presumption working for us or against us. But please be
25 advised that you must present specific detailed evidence in

1 support of your position. General conclusionary statements by
2 witnesses will not be sufficient.

3 Also, please make me aware if there are issues of
4 statutory exclusions such as potential supervisors or any
5 issues like that that need to be addressed as we're discussing
6 any different groups of potential employees or supervisors.

7 MR. MYERS: Well, I'm sorry, on that issue, may I ask
8 clarification? With respect to the Laughlin, you said there
9 was an employee who would be included in the residential unit
10 in Laughlin. Is -- was that prior to your change of position
11 in terms of the inside employees, such that the Laughlin
12 employee would no longer be at issue here? Or might no longer
13 be at issue here? I guess we don't know. Do you understand my
14 question?

15 MR. DITELBERG: I think so. Is that person in or out?
16 You know, or what's our position?

17 MR. MYERS: Well, I mean, is that Tory Loll (phonetic)?

18 MR. DITELBERG: Can we go off the record for a moment?

19 HEARING OFFICER SMITH: Yes, we'll go off the record.

20 (Off the record at 11:45 a.m.)

21 HEARING OFFICER SMITH: Okay. We're back on the record.
22 Is there anything further?

23 MR. MYERS: Just very briefly. We went off the record a
24 moment, shortly after you raised the issue of 2(11) status of
25 any particular individuals. There is one person whose 2(11)

1 status we are reviewing, but we would prefer to, and we will
2 handle that by challenge if that individual votes and we decide
3 that that individual is a 2(11).

4 HEARING OFFICER SMITH: Okay. So for the petition for
5 employees, is there any collective bargaining history as to
6 those particular employees?

7 MR. DITELBERG: No.

8 HEARING OFFICER SMITH: And is the Petitioner willing to
9 stipulate that?

10 MR. MYERS: No. No. I mean, yes, we're willing to
11 stipulate.

12 HEARING OFFICER SMITH: Okay. So the stipulation will be
13 received that there's no collective bargaining history for the
14 petitioned for employees. And as far as collecting --
15 collective bargaining history, we do have the collective
16 bargaining agreement that's in Petitioner's 1, which covers
17 certain employees that are listed in the collective bargaining
18 agreement. Are there any employees other than those listed in
19 the collective bargaining agreement who are represented by the
20 Petitioner? In other words, are there other employees that
21 are, you know, represented by Petitioner, but they're not
22 listed in the collective bargaining agreement?

23 MR. DITELBERG: I don't believe so. I'm not aware of any.

24 MR. MYERS: If Petitioner 1 -- I'm sorry, I'll note for
25 the record that in Petitioner 1 at page 13 there's a job

1 classifications by group table. It's a wage table. Those are
2 the classifications that the Union represents at present and no
3 others.

4 HEARING OFFICER SMITH: I'll give the Employer a minute to
5 look at that. It's page 13. And while they're looking at
6 that, because we have the issue with the legal entity names, I
7 would want to get legal entity documents to the extent that
8 they're either provided by the subpoena that is -- been sent by
9 the Petitioner or whether I issue a subpoena. I would want to
10 have those legal entity documents.

11 MR. DITELBERG: Sure. Understood. This covers everybody
12 that the Union currently represents.

13 HEARING OFFICER SMITH: Okay. So if I understand it
14 right, then would we have the stipulation that the employees
15 classifications that are listed on page 13 of the CBA represent
16 all of the employee classifications who are represented by the
17 Union? There's no other outstanding classifications that are
18 represented by the Union; is that correct?

19 MR. DITELBERG: That's correct.

20 MR. MYERS: That's correct.

21 HEARING OFFICER SMITH: Okay. The stipulation will be
22 received. And I mentioned the burden of proof earlier,
23 presumption of a single facility as appropriate unit. I
24 believe also that it goes -- follows the -- we're not talking
25 about a single facility unit. If I understood the law

1 correctly, it's the burden of proof would be on the Union then
2 to show that the multi facility is appropriate.

3 Are there any other cases pending? I know the Regional
4 Office is involving other facilities of the Employer that might
5 impact these proceedings.

6 MR. DITELBERG: No, not directly.

7 HEARING OFFICER SMITH: And when I say cases, I mean other
8 petitions I guess.

9 MR. DITELBERG: And I'm assuming what you mean is, you
10 know, with respect to the facilities that have been raised in
11 this hearing?

12 HEARING OFFICER SMITH: Yes.

13 MR. DITELBERG: No, there are none.

14 HEARING OFFICER SMITH: And can it be stipulated that
15 there is no contract bar or other bar in existence that would
16 preclude the processing of this petition?

17 MR. DITELBERG: There is no contract bar.

18 MR. MYERS: Yes, we so stipulate.

19 HEARING OFFICER SMITH: Okay. Stipulation is received.
20 And because we have an issue as far as what is the appropriate
21 unit, we -- I don't believe we're going to get a stipulation on
22 what the appropriate unit is.

23 Okay. So it's my understanding that the issues to be
24 litigated today are going to be whether or not there should be
25 one unit covering three locations or whether there should be

1 three separate units. Further, there's an issue as to whether
2 or not there could be an issue of a residual unit applying to
3 this particular petition. Are there any other issues that I'm
4 not aware of or did not state?

5 MR. DITELBERG: I don't believe so, other than to the
6 extent we get into the mechanics of the election and so forth.
7 But in terms of unit composition issues, there are none that
8 I'm aware of.

9 HEARING OFFICER SMITH: Okay.

10 MR. MYERS: I agree with counsel's statement.

11 HEARING OFFICER SMITH: Okay. Is the Union willing to
12 waive the ten day requirement for the voting list in order to
13 get a faster election?

14 MR. MYERS: Yes.

15 HEARING OFFICER SMITH: And has the Union executed the
16 waiver?

17 MR. MYERS: Yes.

18 HEARING OFFICER SMITH: Can I get that from you at this
19 time? And then we discussed this briefly earlier, does the
20 Union wish to proceed to an election in any unit that's found
21 appropriate even if it is larger -- if it is a larger residual
22 unit?

23 MR. MYERS: Based on everything we know right now, yes.

24 HEARING OFFICER SMITH: Okay. At this time I'd like to go
25 ahead and move into witness testimony and I'll go ahead and

1 allow the Employer, go ahead and you can call your first
2 witness.

3 MR. DITELBERG: I was wondering if I can take a brief
4 comfort break before we start?

5 HEARING OFFICER SMITH: Well, and actually we're right at
6 noon. Would the parties want to break now for lunch before we
7 get into witness or want to try to go ahead and get through a
8 witness first and see how things go?

9 MR. DITELBERG: I'm thinking it may make sense to break,
10 and I don't know how long the testimony is going to be, and in
11 particularly if the Hearing Officer has other questions of the
12 witnesses on the residual unit issues.

13 MR. MYERS: Lunch is fine right now. I'm going to -- I
14 will ask, so maybe it's helpful to say it now, for a
15 sequestration order, and I'm also thinking since the Employer
16 seems to have several witnesses, I may tell my one witness whom
17 I have here that it's not likely he'll -- that we'll get to him
18 today.

19 HEARING OFFICER SMITH: I understand the request for a
20 sequestration order, but in reviewing the different procedures
21 for the representation case proceedings, sequestration orders
22 are not appropriate because they're not adversarial. That
23 might be different if we were talking a post-election, but in
24 pre-election it's definitely specified that it's not
25 appropriate.

1 MR. MYERS: News to me. That's fine. I know you don't
2 have a crystal ball, but it doesn't look like we're going to
3 get through -- may I ask counsel how many witnesses you intend
4 to call, given that this is not adversarial?

5 MR. DITELBERG: At this point we were planning -- well, we
6 were planning on six witnesses. We may, in light of some of
7 the issues that we've discussed, may not use two of them. I
8 have to consult. So it may end up being just four witnesses.

9 MR. MYERS: Maybe I shouldn't give up the ghost. Maybe we
10 do get done today. I don't know.

11 MR. DITELBERG: Right. Although you've got, I think -- I
12 know you subpoenaed a witness of ours.

13 MR. MYERS: Right, which may or may not be necessary after
14 we have this testimony.

15 MR. DITELBERG: Yeah.

16 MR. MYERS: But -- well, okay. I won't send our witness
17 home until we know how the afternoon's going.

18 HEARING OFFICER SMITH: Okay. So do we want to break for
19 lunch?

20 MR. MYERS: Yes.

21 HEARING OFFICER SMITH: We'll do that. We'll go off the
22 record and we will resume with -- 1:00 be all right? An hour?

23 MR. DITELBERG: Sure.

24 MR. MYERS: Yes.

25 MR. DITELBERG: Yeah, and actually I want to ask you and

1 tell you this, when we had two witnesses, you know, because we
2 had --

3 HEARING OFFICER SMITH: Are we off the record?

4 THE COURT REPORTER: No. I wasn't sure if you wanted this
5 on the record or not. Sorry.

6 MR. DITELBERG: I'm sorry, could we go off the record?

7 HEARING OFFICER SMITH: Yes.

8 MR. DITELBERG: Okay.

9 (Off the record at 11:59 a.m.)

10 HEARING OFFICER SMITH: Okay. We're back on the record.

11 MR. DITELBERG: Okay. So the Respondents are, you know,
12 renewing their objections to the subpoena that were referenced
13 earlier in the hearing and it's our intent to provide a written
14 petition to revoke tomorrow when we reconvene.

15 In terms of what has been provided to date, we've provided
16 what we believe is responsive to request number three, the
17 handbooks and work rules. And what we do have and are
18 providing now are documents responsive to Number 1, the
19 corporate organizational structure as well as a number of job
20 descriptions, which would be responsive to 2 and at least part
21 of 10. Those would be job descriptions for area director of
22 human resources division, human resources manager, general
23 manager for post-collections, general manager for hauling,
24 operations clerk, gate attendant, scale operator, and paper
25 picker. And I'm reserving and preserving our objections. I'm

1 providing a copy of these materials to the Union.

2 HEARING OFFICER SMITH: Okay.

3 MR. MYERS: Thank you, counsel.

4 MR. DITELBERG: Sure.

5 HEARING OFFICER SMITH: So if I understand it right,
6 you've provided the documents responsive to 1 through 3?

7 MR. DITELBERG: 1 through 3 and I think part of 10.

8 HEARING OFFICER SMITH: Why don't we just go through these
9 items one-by-one and discuss what your objections are and get
10 rulings on them right now.

11 MR. DITELBERG: Well, again, our preference is to file a
12 written petition to revoke, as I believe we have.

13 HEARING OFFICER SMITH: Okay. I've looked over the items
14 and I can see some of the relevance for each, so I'm not sure
15 what you really expect to gain from the petition to revoke, but
16 I'd like to see what the arguments are if you happen to know
17 them now, great, but based on some of the issues that come out
18 for looking at community of interest, it looks like these would
19 be relevant to making a determination. So -- and I understand
20 that you've already started the production of documents. I
21 would suggest that that continues because looking at the
22 subpoena the way it is, I don't see the grounds for petition to
23 revoke at this time.

24 MR. DITELBERG: We will take measures to continue to try
25 to retrieve these documents and then we can address that with

1 our petition if that's acceptable.

2 HEARING OFFICER SMITH: And in the meantime, as soon as
3 you can get the documents, understanding you want the petition
4 to revoke, get them here as soon as you can and we'll get some
5 rulings and get the documents transferred.

6 MR. DITELBERG: Okay.

7 MR. MYERS: Counsel, may I ask, you say you provided
8 responsive documents for Number 1, I'm not sure I see, unless
9 these are just inherent in these position descriptions; I seem
10 only to have gotten position descriptions.

11 MR. DITELBERG: Oh, I'm sorry, I forgot to give you
12 something.

13 MR. MYERS: Thank you.

14 HEARING OFFICER SMITH: Any other issues before we
15 continue to calling witnesses?

16 MR. DITELBERG: No.

17 MR. MYERS: No.

18 HEARING OFFICER SMITH: Okay. So the Employer can go --
19 please call your first witness.

20 MR. DITELBERG: Okay. Joe?

21 HEARING OFFICER SMITH: I'll have you raise your right
22 hand.

23 Whereupon,

24 **FREDERICK JOSEPH BURKEL**

25 having been duly sworn, was called as a witness herein and was

1 examined and testified as follows:

2 HEARING OFFICER SMITH: Please have a seat. State your
3 name and spell it for the record, please.

4 THE WITNESS: Full name?

5 HEARING OFFICER SMITH: Yes.

6 THE WITNESS: Frederick Joseph Burkel, B-U-R-K-E-L.

7 HEARING OFFICER SMITH: Okay. Your witness.

8 MR. DITELBERG: Okay.

9 **DIRECT EXAMINATION**

10 Q BY MR. DITELBERG: Mr. Burkel, what is your current job
11 title?

12 A Vice president of digital operations and process
13 improvement.

14 Q Who is that for?

15 A Republic Services.

16 Q Okay. And how long have you been in that position?

17 A About a month.

18 Q Okay. And could you describe generally what your job
19 duties are in that position?

20 A Job duties are to lead the efforts to digitize our
21 operations to enable better direct communication with the
22 customers.

23 Q Okay. And do you do that on a national basis or on some
24 basis?

25 A National basis.

1 Q Okay.

2 A I work in a corporate office.

3 Q Okay. And prior to taking on that position, what was your
4 position?

5 A Senior vice president of customer experience.

6 Q Okay. And do you know when you were in that position?
7 What dates?

8 A Approximately two years.

9 Q Okay. And is that also for Republic Services?

10 A Yes.

11 Q And is your portfolio on a national basis with respect to
12 that position?

13 A Yes, it was for the entire corporation.

14 Q Okay. And can you just describe briefly what your job
15 duties were?

16 A Working -- obviously what it says, working to improve
17 customer service and communications with customers, creating a
18 better experience for our customers, working through software
19 implementation to give our customer service agent a view of all
20 the customers and that type of stuff.

21 Q Okay. And prior to that position, did you have a position
22 within Republic Services?

23 A I did. I was at the corporate office as vice president of
24 operation support.

25 Q Okay. And was that national or less than national in

1 terms of scope?

2 A National again.

3 Q Okay.

4 A It was a functional support role.

5 Q And approximately how long were you in that position?

6 A About a year and a half.

7 Q Okay. And can you describe briefly what you did in that
8 position?

9 A Again, it's a support role, supporting the entire
10 corporation of the field from -- through maintenance, capital
11 allocation, process improvement, that type stuff.

12 Q Okay. And how about prior to that? Did you have any
13 position, you know, within Republic Service organization?

14 A Prior to that I was area president in the old Nevada area.

15 Q Okay. And what geographically, or facility wise, did that
16 encompass?

17 A It encompassed our operations in Southern Nevada, as well
18 as Saint George, Utah.

19 Q Saint George, Utah.

20 A And Page, Arizona.

21 Q Okay. And when you say facilities in Nevada, could you
22 identify them?

23 A Yeah, that's the facilities here, and really in Las Vegas,
24 you've got Apex Landfill, our recycle center, Cheyanne,
25 Henderson. At that time we had a Sloan transfer station that

1 we subsequently closed.

2 Q Okay.

3 A And Laughlin, of course.

4 Q Okay. Where is the recycle center located?

5 A It's on Gowen.

6 Q Okay. And that's a different --

7 MR. MYERS: I'm sorry, what did you just say? It's what?

8 THE WITNESS: It's on Gowen Road.

9 Q BY MR. DITELBERG: Okay.

10 A I guess the new one maybe it's not technically -- is it
11 still technically on Gowen?

12 UNIDENTIFIED SPEAKER: Cheyanne.

13 THE WITNESS: On Cheyanne; excuse me.

14 Q BY MR. DITELBERG: Okay. Is that the Cheyanne facility
15 that's been referred to?

16 A No, that's a separate facility.

17 Q No, okay.

18 HEARING OFFICER SMITH: And I would, before we go any
19 further, the witness only is going to be answering questions,
20 okay?

21 THE WITNESS: Sorry.

22 Q BY MR. DITELBERG: Okay. And I'm sorry, any other
23 facilities that were within your area at that time?

24 A I think that's it.

25 Q Okay.

1 A In Nevada.

2 Q Okay. And then you mentioned Saint George, Utah as well?

3 A Yes.

4 Q Okay. And what was the time period that you were area
5 president?

6 A That was a couple of years. Let me think about dates. I
7 would have to look that up actually. I think it was about 2010
8 to '12.

9 Q Okay. And were you involved -- did you have any
10 involvement in negotiating the collective bargaining agreement
11 that's been introduced as P-1?

12 A I did.

13 Q Okay. Who else was involved in that bargaining from the
14 company side?

15 A From the company side we had a bargaining team that
16 included all of the general managers, included functional
17 support from HR. We had outside counsel supporting and our
18 inside labor attorney supporting.

19 Q Okay. Let me ask you this, do you recall what entities
20 executed the collective bargaining agreement or what corporate
21 entities executed the collective bargaining agreement on behalf
22 of the Employer or Employers?

23 A Yes, it was Republic Dumpco and Republic Silver State.

24 Q Okay. And who did -- or which facilities or business
25 units did Republic Dumpco cover?

1 A That would be the Apex landfill.

2 Q Okay. Do you know whether that's the legal entity or
3 legal -- you know, correct legal name of that facility?

4 A We refer to it as Apex Regional Landfill.

5 Q Okay.

6 A But, of course, the legal name is Republic Dumpco, Inc.

7 Q Okay. And how about Republic Silver State or Republic
8 Services of Southern Nevada?

9 A That would have included the facilities at Cheyenne.

10 Q Uh-huh.

11 A Henderson and Sloan at the -- let me back up a moment. I
12 think Sloan -- we had closed Sloan prior to negotiating this
13 agreement, so just Henderson and Cheyenne.

14 Q Okay. How about Laughlin?

15 A Laughlin, yes, absolutely.

16 Q Okay.

17 HEARING OFFICER SMITH: So the facilities that were
18 covered by that, can you say that again, which facilities are
19 covered?

20 THE WITNESS: Yeah, it would have been Cheyenne and
21 Henderson.

22 Q BY MR. DITELBERG: Are you familiar with the collective
23 bargaining history between Local 631 and various Republic
24 Services entities --

25 A I am.

1 Q -- that is embodied, is currently in P1?

2 A I am.

3 Q Okay. Could you explain that history?

4 A Yeah, so Republic bought a local company that was known as
5 Silver State Disposal. Prior to 1982, they operated out of one
6 facility at what was known as the Sunshine Landfill, both the
7 hauling and disposal was at Sunshine, under both legal entities
8 of one location. So that contract started at the one location.
9 And then in '82 --

10 Q Let me just -- to be clear, that's under Silver State?

11 A That's Silver State.

12 Q Which was a --

13 A Predecessor.

14 Q Predecessor to any Republic entities?

15 A That's correct.

16 Q Okay.

17 A So in '82, Silver State opened the Cheyanne transfer
18 station, continued disposal at Sunshine -- Sunrise. I said
19 Sunshine, I meant to say Sunrise Landfill. And then in '93,
20 Apex Landfill opened, so you had Sunrise and Cheyanne and then
21 it was Apex and Cheyanne, but the contract had been negotiated
22 originally when they were both co-located at the same location,
23 so it just never changed under the old Silver State. And then
24 when Republic bought that, we continued that -- you know, what
25 was in place. We inherited that structure where all of the

1 facilities were under one contract.

2 Q Okay. To your knowledge, have any of the job
3 classifications that have been raised as at issue in this
4 hearing been covered by either the current or any predecessor
5 of collective bargaining agreements?

6 A Not to my knowledge.

7 Q Okay. Now, can you explain within Republic's organization
8 the significance of a business unit?

9 A Yes. That is our base unit with full autonomy. We have a
10 general manager of the business unit and those general managers
11 report up to an area president. And the area president has
12 lieutenants in that, but from a profit and loss perspective,
13 it's the business unit and then the area. And the current area
14 that these locations are part of is our western area, which
15 is -- you know, they're area offices in Northern California.

16 Q Okay. And do you know what other business units, other
17 than the ones that have been referenced in this hearing, are
18 within that area?

19 A There's a number of them. I don't think I can name them
20 all. There's quite a few. Most of them in California,
21 there's -- and then the business units here in Nevada.

22 Q I mean, just ballpark, are we talking more than a dozen
23 or --

24 A Yeah, I think so. It's in that range.

25 Q Okay. And who manages a business unit?

1 A The general manager.

2 Q Okay. And could you explain the duties and
3 responsibilities and lines of authority of the general manager?

4 A Yes. Yes. We operate with what we call a matrixed
5 organization where we have functional support and then we have
6 line support. But the person with the autonomy and decision
7 making ability at the BU, and from a profit and loss
8 perspective as well as other perspectives, the ultimate
9 decision maker, the accountable person is the general manager.
10 And then next up, those financials roll up to the next level,
11 which would be the western area, and that would be the area
12 president.

13 Q Okay. And, you know, what involvement or responsibility
14 does a business unit general manager have on matters that
15 relate to labor costs?

16 A He's the person that is, again, is held accountable for
17 his -- certainly includes labor costs there. They are the
18 accountable party. They have to answer for decisions they make
19 and -- in managing the entire PNL, including labor cost.

20 HEARING OFFICER SMITH: Can you be a little bit more
21 specific, counsel, as far as what you mean by labor costs?

22 MR. DITELBERG: Yeah. What I'm really getting at is --

23 HEARING OFFICER SMITH: Through questions to the witness.

24 MR. DITELBERG: Of course. Yeah.

25 Q BY MR. DITELBERG: You know, could you be more specific in

1 terms of the, you know, responsibility or authority that a
2 general manager has in deciding what wages, you know, and
3 benefits to pay employees at their particular business unit?

4 A Non-CBA employees.

5 Q I'm sorry?

6 A Non-CBA covered employees.

7 Q Yes.

8 A Okay. Yeah, the general manager would, you know, they
9 would be the final decision maker on those paygrades. They
10 would be the final decision maker on approving schedules,
11 overtime. They sign off on their payroll every week, so that's
12 the general manager's responsibility.

13 Q Okay. And what responsibility, if any, do they have in
14 terms of the entrepreneurial aspects of that business unit, you
15 know, in terms of, you know, increase in business or --

16 A That's their job. They own that. You know, growing the
17 business, managing the cost and ultimately the profit and loss
18 of that location, that is the general manager's job, and
19 they're the one held accountable for it.

20 Q Okay. I'm going to show you a document that I've marked
21 for identification as I guess R-1 for Respondent's --

22 HEARING OFFICER SMITH: Or Employer.

23 MR. DITELBERG: Or --

24 HEARING OFFICER SMITH: Because you're not really a
25 Respondent as far as --

1 MR. DITELBERG: Okay. All right.

2 Q BY MR. DITELBERG: So we'll make it E-1. Sorry.

3 **(Employer Exhibit Number 1 Marked for Identification)**

4 Q BY MR. DITELBERG: Can you identify what this document is?

5 A Yeah, this is a document that was created at our corporate
6 office to define the roles and responsibilities to the various
7 levels of line management and support management also.

8 Q Okay. And I note in the second to last column that
9 there's a reference to GM.

10 A Yes.

11 Q Do you see that?

12 A I do.

13 Q Is that general manager of a business unit that you've
14 been describing?

15 A Yeah. In our structure, the GMs are at a business unit.

16 Q Okay.

17 A So, yeah.

18 Q And could you describe these various bullet points that
19 are under GM and what they actually mean?

20 A It's not intended to be at all encompassing job
21 description, but it's some of the things that we hold GMs
22 accountable for. I think you'd -- again, I've used the word --
23 the most important difference there is that that's the
24 accountable party. They own the execution. They own process.
25 They are the person that has to answer for decisions that the

1 development of implementation plans and executing a Republic
2 standards from a customer service prospective, from a
3 maintenance prospective, from a labor management prospective,
4 they have to execute on those. And we point out that, you
5 know, their job is also to leverage the functional team.

6 I talked earlier about the matrix. We have a number of
7 people who would be support, but the GM is the one that's held
8 ultimately accountable, such as they have a local HR person
9 that they're there for support. They don't make the decisions.
10 There's an area HR person. They don't make the decisions.
11 Those are made by the general managers, but they're -- we
12 encourage them to leverage that team and use them. And
13 obviously, the last one is to achieve the planned results.

14 Q Okay. And results in what areas?

15 A That would be, obviously from a budget prospective, meet
16 their financial budget, meet their quality standards. We
17 measure missed pickups and service commitments and that. We
18 expect them to meet that safety -- safety results are certainly
19 something the GMs are responsible for. We have safety
20 managers, but the person held accountable is the general
21 manager.

22 Q Okay. And in the next column over it says -- to the left,
23 it says, "Area OPS or OPS team." Can you explain what that is
24 or who that is?

25 A That's those -- again, that's those functional managers I

1 was talking about to help support them. There's a -- an area
2 director of operations support. They will support them and
3 work with them on capital, capital improvements, the
4 improvement plans to, you know, give them some internal
5 resources to call on. It could be HR. It could be
6 maintenance, those type of functional leads that would help
7 with their individual functions to, you know, advise and help
8 the GM achieve their results.

9 Q Okay. And who has the ultimate decision making authority?

10 A The general manager.

11 Q All right. And just, you know, the next column on the
12 left is DOS. Who's that?

13 A I mentioned that, that's the director of operations
14 support.

15 Q Okay.

16 A That's that -- you know, that -- not directly involved in
17 operations, but supporting the GMs by providing help with,
18 again, functional areas, maintenance, you know, trucks, you
19 know, replacement trucks, that type of stuff, capital.

20 Q Okay.

21 A Facility improvements.

22 Q Okay. And in terms of -- well, first of all, do each of
23 the three facilities that have been mentioned here, Cheyanne,
24 Henderson, Apex, have their own general manager?

25 A Yes, they do. They're individual business units.

1 Q Okay. And who do they report to directly?

2 A They report to one of the -- there's an intermediary who
3 works for the area president, expand him. That would be, in
4 this case, a market VP, is the direct report, and then -- but
5 the ultimate -- but that role is more of a -- actually more of
6 a support role in charge with growing the market, and that
7 ultimately is the area president.

8 Q Okay. And I think you described the area that these
9 business units are in?

10 A Yeah, that's correct.

11 HEARING OFFICER SMITH: So if I understand it right,
12 each -- I didn't quite catch the answer whether it was the
13 general managers report to the area VP or if it's the area is
14 responsible to the area -- or the individual facility like
15 Cheyanne, Henderson, Apex is responsible to the area VP?

16 THE WITNESS: Ultimately they report to the VP, but you
17 can see why we would say DO, which is the same as a market vice
18 president. Their job is whole; GM is accountable for
19 execution, drive, push the GMs for better execution.

20 HEARING OFFICER SMITH: Okay. Thank you.

21 THE WITNESS: Just expand the range of control for the VP.

22 MR. DITELBERG: Okay. And just to alert the Hearing
23 Officer in terms of, you know, my witnesses, I'm going to
24 ultimately put on the three general managers. You know, we'll
25 talk about, you know, some of their specific rules and

1 responsibilities for their business units.

2 Q BY MR. DITELBERG: Going back to the collective bargaining
3 agreement, P-1, do -- did the -- and do the drivers that are
4 part of that unit, as part of their job duties and
5 responsibilities, travel between the facilities?

6 A There is some interaction because they will use the other
7 facilities as disposal sites and the trucks were loaded, they
8 make -- the Henderson drivers may come to Cheyanne.

9 Q Okay.

10 A And the Cheyanne drivers may go to Henderson. It depends
11 on certain parts of the day. So they are back and forth
12 between those and I think occasionally they actually share
13 drivers between them.

14 Q Okay. And as part of their day-to-day job duties, do the
15 weight and scale personnel that are, for consideration of this
16 hearing, travel from facility to facility?

17 A No.

18 Q Okay. Now, there was discussion about certain contracts
19 for waste disposal. How many municipal or governmental
20 contracts are there within the three facilities that have been
21 referenced?

22 A In the market there are actually four municipal
23 franchises, we call them.

24 Q Okay.

25 A North Las Vegas, Clark County, Las Vegas, and Henderson.

1 Q Okay.

2 A They're all -- they're separate contracts.

3 HEARING OFFICER SMITH: Before we go any further --

4 MR. DITELBERG: Yeah.

5 HEARING OFFICER SMITH: -- I'm a little bit, you know, as
6 far as maybe you consider it foundation, but basically this
7 witness has been out of, you know, being involved at the
8 facilities for, I believe, if I've got it right, three and a
9 half to four years. So how does -- how is this witness able to
10 testify as to the interchange of employees that are out at the
11 actual facilities if he's up quite a few levels?

12 MR. DITELBERG: Well, you know, we just sort of ask in
13 terms of the state of your, you know, current personal
14 knowledge in terms of the operations of the facilities and what
15 that would be based on.

16 HEARING OFFICER SMITH: He's asking a question.

17 Q BY MR. DITELBERG: I'm asking you, yeah.

18 A Well, obviously as area president, I'm very familiar with
19 the operations, and even though I've been away for a while, I
20 still have communications with all these people, so I know that
21 the operations are, you know, operating the same as they were.
22 You know, I've spent a lot of time here.

23 Q And, you know, just to be clear, and I can pick up with
24 the individual GMs, you know, at the time that you were area
25 president, you know, talking about interchange, you know, for

1 example, among the, you know, various -- you know, I'm going to
2 call them the weight and scale employees, you know, was there
3 any interchange in terms of those employees, you know, working
4 out of multiple facilities, or you know, transferring to
5 multiple facilities or interacting, you know, with each other
6 in a physical fashion?

7 A I think that the employees in question, no, not when I was
8 involved.

9 Q Okay.

10 HEARING OFFICER SMITH: And I do think these would be
11 questions that would be more appropriate for a witness that's
12 more at the facility level and has not been so far removed both
13 in level and also in time to the facility.

14 MR. DITELBERG: That's fine. I'm happy to, you know,
15 cover it.

16 Q BY MR. DITELBERG: So let me try to -- I think we were
17 talking about the municipal contracts. And do you, in your
18 current role, have personal knowledge of the scope of those
19 contracts, scope and nature of those contracts?

20 A I have knowledge from when I worked here because they
21 haven't changed.

22 Q Okay.

23 MR. DITELBERG: Well, let me ask the Hearing Officer, I'm
24 going to guess he has knowledge to 2012. Does that history of
25 interest, or --

1 HEARING OFFICER SMITH: I mean, he -- there may be
2 something that he has personal knowledge of.

3 MR. DITELBERG: Yeah.

4 HEARING OFFICER SMITH: He's still involved -- especially
5 if he's still involved in negotiating contracts.

6 MR. DITELBERG: Sure.

7 HEARING OFFICER SMITH: But just, it struck me as odd, you
8 know, for the individual day-to-day, whether or not employees
9 are going back and forth --

10 MR. DITELBERG: Sure.

11 HEARING OFFICER SMITH: -- you know, for somebody at this
12 level to have a on hands exposure to what's going on at that
13 kind of a level.

14 MR. DITELBERG: No, I understand and we'll -- I'll have
15 the GMs testify to their facilities.

16 Q BY MR. DITELBERG: So you would describe four, I guess
17 municipal contracts. Are there any distinctions or differences
18 between them in terms of how they're serviced, you know, out of
19 any particular locations or not?

20 A There's some -- they're serviced essentially the same way.
21 There's some minor differences in the way that the individual
22 customers are billed on the residential side and that between
23 one and the other, but you know, in general, the service, I
24 think would be fair to say is the same.

25 Q Okay. Are there any geographical differences in terms of

1 the service?

2 A Well, you've got the city of Henderson contract that's
3 serviced by our Henderson transfer station. You have the city
4 of North Las Vegas and the city of Las Vegas serviced by
5 Cheyanne. And because the county is so big, there is -- they
6 do split that between the two, and as well as Apex has a small
7 bit of the county they service.

8 Q Okay. And Henderson, you know, just to be clear, only
9 services Henderson?

10 A Plus some county, yes.

11 Q Yeah, okay. And in addition to municipal contracts,
12 does -- you know, what are the customers at the various
13 facilities?

14 A The customers that would come to the various -- the --
15 the --

16 Q Yes.

17 A Primarily transfer stations is their own trucks, but local
18 residents have the ability to bring waste on their own to the
19 transfer stations free of charge. We do measure that. They
20 don't weigh it. It's by the yard. Apex is quite a bit
21 different in that they not only take their own trucks, but they
22 take other commercial haulers and so the job requirements for
23 the scale parts there are quite a bit different because where
24 it's internal waste or no charge volume, there's no billing
25 effect. At Apex there's a billing effect.

1 HEARING OFFICER SMITH: Had you asked a question earlier,
2 and if you did, I didn't catch the answer, how many municipal
3 contracts there are?

4 MR. DITELBERG: I did. I believe -- I think we did get an
5 answer, but why don't you answer again.

6 HEARING OFFICER SMITH: How many was that?

7 THE WITNESS: There's four.

8 HEARING OFFICER SMITH: Thank you.

9 THE WITNESS: I actually named them if that's helpful.

10 HEARING OFFICER SMITH: Please.

11 THE WITNESS: It's North Las Vegas, Las Vegas, Henderson,
12 and Clark County.

13 HEARING OFFICER SMITH: Thank you.

14 Q BY MR. DITELBERG: Okay. In terms of the individual
15 business units, what is -- what autonomy, if any, do they have
16 with respect to purchasing? Purchasing equipment or materials?

17 A Well, they -- you know, when we talk about equipment, the
18 GM prepares for budget, they prepare their capital budget and
19 put in request for equipment based on a capital allocation.
20 They decide, you know, how they, quote, kind of "spend their
21 capital." GM has a lot of autonomy there. Which type trucks
22 to buy, you know, and you know, where they most need the money
23 as far as supplies and equipment. You know, they manage that.
24 They manage inventory. They manage their maintenance and they
25 have reporting to them, a maintenance manager, so they manage

1 parts, parts inventory and all that directly.

2 HEARING OFFICER SMITH: You said they submit, or they
3 prepare a budget. Who is it that approves a budget?

4 THE WITNESS: There's sort of a roll up process. It rolls
5 up to the area level, and then, you know, it combines to create
6 the area budget and then that rolls up to, we call it a group
7 level, but it's roughly half, and then that goes into the
8 complete corporate budget. So it -- each operating unit, BU
9 area, group, corporate has, you know, kind of a roll up of the
10 groups below them. Ultimately the total budgets are approved
11 by the board of directors, but they don't improve the
12 individual, and so the area would be approved by the area
13 president.

14 HEARING OFFICER SMITH: So although I know the question
15 was originally phrased as far as autonomous, or autonomy for
16 purchasing. It's actually the general manager submits a
17 request that gets approved or denied or modified by someone
18 else?

19 THE WITNESS: Not -- once their budgets are approved, they
20 run their business and they manage to that budget as best they
21 can. So they make those decisions. But like any public
22 corporation, there's many levels of approval for large
23 expenditures.

24 HEARING OFFICER SMITH: And that -- but that -- just
25 because the general manager submits the budget doesn't mean

1 that's what's going to be approved, it has to go through an
2 approval process, correct?

3 THE WITNESS: Budgets go through an approval process,
4 that's right.

5 HEARING OFFICER SMITH: Okay.

6 Q BY MR. DITELBERG: And as is the case in any hierarchal
7 corporate organization in your experience?

8 A To my knowledge, yeah.

9 Q Sure.

10 MR. DITELBERG: I move admission of Employer 1.

11 HEARING OFFICER SMITH: Any objections?

12 MR. MYERS: No.

13 HEARING OFFICER SMITH: Employer 1 is received.

14 **(Employer Exhibit Number 1 Received into Evidence)**

15 Q BY MR. DITELBERG: Okay. I'd like to show you what I've
16 marked for identification as Employer's 2 and 3. I'd like to
17 ask you, can you identify these documents?

18 A Yeah, they are -- appear to be printouts from the
19 Secretary of State website.

20 Q Okay. And, you know, based on your knowledge and
21 understanding, are Republic Dumpco, Inc., and Republic Silver
22 State Disposal, Inc. separately incorporated entities?

23 A Yes, they are.

24 Q Okay.

25 MR. DITELBERG: I'd move admission of Employer 2 and 3.

1 HEARING OFFICER SMITH: Any objection?

2 MR. MYERS: Well, I guess I object on relevancy ground, at
3 least with respect to these documents and the fact of separate
4 incorporation is not a factor that I understand the Board has
5 relied on. We all know that separate corporations can be
6 autonomous or they can be entirely captive and not autonomous
7 at all. There are many examples of separately incorporated
8 entities, which are nothing other than a shell that is operated
9 by something else. So to me, these documents don't prove
10 anything, and therefore are irrelevant.

11 MR. DITELBERG: May I respond?

12 HEARING OFFICER SMITH: Yes.

13 MR. DITELBERG: I mean, first of all, it was certainly
14 under our understanding that these were the documents that were
15 responsive to request Number 1 in the Petitioner's subpoena.
16 And, you know, by requesting documents showing the corporate
17 organizational structure for Republic Silver State, you know,
18 Disposal, you know, we thought that this was, you know,
19 responsive to that request. You know, certainly, at least in
20 terms of, you know, sort of the broad consideration of
21 relevance and given the issues that have been identified in
22 this hearing, I think they are relevant.

23 MR. MYERS: May I respond to the issue about the subpoena?

24 HEARING OFFICER SMITH: Yes.

25 MR. MYERS: Unless there be any confusion, the subpoena

1 request for -- was for documents showing the corporate
2 organizational structure for Republic Silver State Disposal,
3 dba, Republic Services of Southern Nevada. Perhaps you've read
4 documents -- the phrase documents showing the corporate
5 organizational structure to refer to documents from the
6 Secretary of State website. Maybe that is fitting or not, but
7 you should understand that what is asked for there -- or
8 documents as they're typically seen, showing how one entity
9 relates to another. You know, sometimes these are in the form
10 of flowcharts or corporate organizational charts that shows one
11 entity here and it's relationship here and make -- provide
12 explanatory notes. Therefore, if any such documents exists,
13 that is what subpoena request Number 1 was seeking. So don't
14 construe that request as establishing the relevancy of the
15 Employer 2.

16 HEARING OFFICER SMITH: So as to Employer 2 and 3, I
17 understand the relevance objection; however, I don't know to
18 what weight it really would be given. One thing I'd like to
19 see is which entities fall under -- or which facilities fall
20 under each entity. We've not established that yet. But I do
21 think it is relevant as far as the company names, or the legal
22 entities, which is one of the issues that was brought up as far
23 as the name that's listed on the petition. It's my
24 understanding that the Employer's position statement and none
25 of the issues presented included any defense that because these

1 are separate legal entities, that they are not appropriate as
2 other combined bargaining unit. So I don't think that issue is
3 before us for this hearing.

4 So I am going to admit or receive Employer's 2 and 3 with
5 that understanding. And I do not see that this would be
6 responsive to subpoena request Number 1.

7 **(Employer Exhibit Number 2 and 3 Received into Evidence)**

8 MR. DITELBERG: I mean, I think in fairness, I think
9 that's, you know, one of the issues we have with the subpoena,
10 you know, which is a certain degree of vagueness, you know,
11 which I think is kind of being brought out there. I mean, we
12 will, you know, endeavor to the extent that we have further
13 responsive documents and I have no idea whether they exist.
14 You know, look to see if there are, you know, documents that --
15 you know, internal documents that reflect that organizational
16 structure. And, you know, again, you know, keeping in mind
17 are -- you know, objections to the subpoena, you know, we will,
18 you know, search for appropriate documents if they exist.

19 In terms of your point, Mr. Hearing Officer, there
20 actually was testimony by the witness who did identify which
21 facilities come under Silver State, Inc. and Dumpco, Inc., and
22 I can have him repeat it if --

23 HEARING OFFICER SMITH: That's fine. What's there is in
24 the transcript.

25 MR. DITELBERG: Okay. May I take a -- may we go off the

1 record briefly? I just want to, you know, consult with my
2 client in terms of whether I have any further questions for
3 this witness?

4 HEARING OFFICER SMITH: Okay.

5 MR. DITELBERG: Thank you.

6 HEARING OFFICER SMITH: Off the record.

7 (Off the record at 2:11 p.m.)

8 HEARING OFFICER SMITH: Back on.

9 MR. DITELBERG: Okay. I have I think, yeah, just one
10 further group of questions.

11 Q BY MR. DITELBERG: With respect to employee benefits at
12 these three business units, can you describe what benefits
13 would be company-wide, whether there are any benefits that are
14 facility-specific, or whether there are any benefits that are,
15 you know, Las Vegas area-specific to your knowledge?

16 A Again, for clarity, you're talking about non-CBA?

17 Q Yes.

18 A Non-CBA their -- to my knowledge, there would be no local
19 benefits. We have a functional group that -- HR, corporate
20 that negotiates all that, and it we offer the various plans.
21 It may not be the same plan at every market area, but the local
22 folks do not negotiate those directly.

23 Q Okay. So, you know, let's talk about, you know, insurance
24 benefits. At what level are those negotiated or developed?

25 A At the vice president level at our corporate office.

1 Q Vice president corporate.

2 A Yeah, corporate vice president --

3 Q Okay.

4 A -- of compensation.

5 Q Is that different than an area vice president?

6 A Yes.

7 Q Okay. And, you know, for what geographic or operational
8 scope would those cover?

9 A Well, they do negotiations on a national basis. And then
10 because insurance is, you know, can -- carriers can be sort of
11 regional, there's different offerings because, you know, the
12 availability of certain carriers in different markets. And
13 those are kind of tailored to what's available in a, you know,
14 geographic area.

15 Q And I don't know if you have personal knowledge, but do
16 you happen to know the scope of the insurance that's applicable
17 to the three business units that have been referenced in this
18 hearing? If you know.

19 A I really don't, and it would be up to the election of the
20 local -- of the individual employee. So I couldn't say what's
21 available here today.

22 Q Okay. And what kinds of benefits are offered on a
23 national basis?

24 A Health insurance, 401(k). Gosh, it's hard to think of
25 other benefits. I mean, there's other, what I would call

1 secondary benefits. There's a program where employees can pool
2 all of our purchasing and we get discounts on certain products
3 and services that our corporate office negotiates and offers as
4 a benefit. But primarily, I would say health insurance and
5 401(k). Matched 401(k).

6 Q Okay. And how about an employee handbook or employee
7 policies. Do you know whether those are developed on a
8 national basis or on some other basis?

9 A There is a national -- I forget the exact title -- safety
10 guidebook, procedure guidebook. I would have -- I don't
11 remember the exact title of it, but there's -- that's done at
12 our -- our corporate safety level.

13 Q Okay.

14 THE WITNESS: Can I add something to that?

15 HEARING OFFICER SMITH: Sure. Go ahead.

16 THE WITNESS: I probably was incomplete on my statement.
17 You know, those may be supplemented with additional work rules
18 at the local level based on the, you know, local operations.
19 But generally, it's a national guidebook.

20 Q BY MR. DITELBERG: Okay. And what do you mean by local
21 operations?

22 A I mean, you saw some, you know, specific work rules or
23 something that was unique to Apex Landfill that may, you know,
24 would not apply to other locations. So that type thing. So
25 it's the guidebook plus any additional local work rules, safety

1 regulations, whatever the case may be.

2 Q Okay.

3 MR. DITELBERG: Can we go off the record for just a moment
4 to organize the exhibits?

5 (Off the record at 2:21 p.m.)

6 HEARING OFFICER SMITH: Back on the record.

7 MR. DITELBERG: Okay. I'm going to show the witness some
8 exhibits that I have marked for identification, E-4 through E-
9 7. And on E-4 and 5, I don't have enough copies for everyone
10 in the room so we'll get additional copies at the earliest
11 opportunity. I do have additional copies of E-6 and E-7. I
12 believe actually the Union was provided copies of E-4 and E-5.

13 HEARING OFFICER SMITH: For the time being, if you could
14 show the Union -- if you've got copies to provide the Union,
15 great.

16 MR. DITELBERG: Sure.

17 HEARING OFFICER SMITH: So the Union can decide whether or
18 not they're going to object to them or not. I'm assuming
19 there's probably not going to be an objection, but I would need
20 some way to identify for them for my notes what it is you're
21 actually looking at, whether you're showing the witness or not.

22 MR. DITELBERG: Sure. So E-4 is a Public Services
23 handbook; E-5 is what's known as the SAFE book, Safe Actions
24 For Excellence. E-6 is procedures and policies manual, drug
25 and alcohol-free workplace; and E-7 is a collection of other

1 policies and protocols with the top document being WOTC
2 instructions fax cover sheet.

3 MR. MYERS: Hey, Josh?

4 MR. DITELBERG: Yeah?

5 MR. MYERS: All that again, the handbook is 4?

6 MR. DITELBERG: 4.

7 MR. MYERS: The SAFE book is 5?

8 MR. DITELBERG: The SAFE book is 5.

9 MR. MYERS: And the --

10 MR. DITELBERG: The drug policy is 6, and --

11 MR. MYERS: What does the drug policy look like?

12 MR. DITELBERG: It's -- I think that's in the packet,
13 but --

14 MR. MYERS: Oh, yeah. Is this an extra one or do you need
15 that back? That one I have.

16 (Counsel confer)

17 Q BY MR. DITELBERG: So what I'd like to do, Mr. Burkel, is
18 ask if you can identify these documents that have been marked
19 E-4 through 7.

20 A Okay. E-4 is the Republic Services employee handbook that
21 describes just a general code of conduct. This is a national
22 book. It includes, you know, information about employment
23 practice, employment conduct. And at the back in the appendix,
24 it is actual excerpts from our policies, our corporate
25 policies, selected ones, it's not all-inclusive. So that's

1 Number 4. Number 5 --

2 Q Let me stop you there. And what groups of employees is
3 this applicable to?

4 A This goes to every employee in the company not represented
5 by collective bargaining.

6 Q Okay.

7 A Okay. To my -- and I can't -- I can't say it doesn't go
8 to some collective bargaining-represented employees, but it
9 goes to every non-represented employee --

10 Q Okay.

11 A -- upon hire.

12 HEARING OFFICER SMITH: When you say that, is it that
13 you're not sure if it applies to the employees that are
14 represented in collective bargaining?

15 THE WITNESS: In some cases, I'm just not sure if it goes
16 to them or it might be superseded by particular agreements in
17 some collective bargaining agreement somewhere. So I wanted to
18 be careful there and be accurate. I don't know if it goes to
19 all of those. I believe it does, but I'm not sure. Okay.

20 HEARING OFFICER SMITH: If that's something maybe we can
21 follow up with with another witness, if they know of if there's
22 any other employee handbooks that apply to, say, the collective
23 bargaining unit in this case.

24 MR. DITELBERG: Okay.

25 THE WITNESS: Okay. And to be clear, I'm talking about

1 nationally. So I just don't know the details of all of the
2 collective bargaining agreements, so I wanted to be factually
3 correct. SAFE handbook goes to everybody, all operators. And
4 again, it's just guidelines for safe operations doing various
5 job duties. It's a national publication from our joint group.
6 I talked about functional support, a lot of people have been
7 involved in developing this book.

8 Q BY MR. DITELBERG: Okay.

9 A Our --

10 Q And I'm sorry, just going back briefly to E-4 --

11 A Yeah.

12 Q -- does that include certain work rules, policies and
13 procedures that are applicable to employees?

14 A It does. It does. It describes -- let me go to the table
15 of contents -- employment practices, career opportunities,
16 employee conduct, code of business ethics. So those to me are
17 work rules, but they're not site specific. Paid benefits, time
18 off, and then go to the policies.

19 Q Okay.

20 A But they're not site specific, they're general employee
21 conduct rules.

22 Q Okay. Do they include rules for which employees can be
23 disciplined?

24 A Look again to be sure.

25 HEARING OFFICER SMITH: And are you referring to the

1 employee handbook or the SAFE handbook?

2 MR. DITELBERG: I'm referring to the employee handbook, to
3 E-4.

4 THE WITNESS: Yes.

5 Q BY MR. DITELBERG: Okay.

6 A Because we get into drug and alcohol use, harassment
7 prevention, that type stuff. Those are not the actual
8 policies, those are describing what the general conduct
9 requirements are.

10 Q Sure.

11 A But they're backed up by policies that would have
12 discipline attached.

13 Q Okay. And how about the SAFE handbook? Does that include
14 policies for which employees can be disciplined if they're not
15 followed?

16 A Yeah. Some of the requirements in here would be backed up
17 by other policies. So that potential could have discipline
18 attached.

19 Q Okay. Now, turning to E-6, could you identify that
20 document?

21 A That is our corporate drug and alcohol-free workplace
22 policy and procedure.

23 Q And what -- where was that developed?

24 A This was done in corporate.

25 Q Okay. And what is its scope of applicability in terms of,

1 you know, both geography, employees, et cetera?

2 A This applies to everyone. Again, I'll throw this in,
3 unless superseded by a collective bargaining agreement.

4 There's a separate one in that orange book, essentially the
5 same thing. But that's the one that applies to the represented
6 employees.

7 Q Okay.

8 A And this is backed up by this one. There's a
9 zero-tolerance policy on that.

10 Q Okay. And why don't you take a look and take whatever
11 time you need to go through the group of policies or documents
12 that have been introduced as Employer's 7. Do you have -- did
13 you get a copy?

14 A I didn't get a 7.

15 THE WITNESS: Thank you. Okay.

16 Q BY MR. DITELBERG: Are you able to describe these
17 documents?

18 A Yeah. This is a collection of policies. I see some of
19 them here that are in the national policies such as employment
20 at will, explanation from employment; looks like it's a
21 national policy. Then we have some local policies and
22 procedures that are Nevada-specific, specific call-in line
23 phone numbers if someone is not going to be able to be at work;
24 attendance policies, those are, you know, site-specific or
25 local policies. Federal holidays, something about a dress code

1 which really applies to, you know, more to office employees as
2 I recall. Corporate information technology -- I can go through
3 all of them, but there's a combination of local and national
4 policies here.

5 Q Okay.

6 A This is something that's given to -- it's part of the
7 new-hire package here in Nevada.

8 Q Okay. And which employees in Nevada would receive this
9 new-hire package?

10 A I think -- I really can't say. I don't think that the
11 collective bargaining employees get it, but everyone else
12 would. You may want to confirm that, I'm not sure.

13 Q Okay. That's to the best of your knowledge?

14 A Yes.

15 Q Would that include employees other than in the three
16 facilities: Cheyenne, Henderson, and Apex?

17 A Yes.

18 Q Okay.

19 MR. DITELBERG: I move admission of Employer's 4 through
20 7.

21 MR. MYERS: I have no objection.

22 HEARING OFFICER SMITH: Okay. With the understanding that
23 4 through -- well, that these were all given to each of the
24 three facilities. Because otherwise, when we were looking at
25 7, you know, we've got a mix of national and corporate -- or

1 national and local, but it sounds like even for the local
2 level, these are given to all three facilities; is that my
3 understanding?

4 MR. DITELBERG: Well, not simply all three facilities, but
5 all facilities --

6 HEARING OFFICER SMITH: In addition to. Okay.

7 MR. DITELBERG: In addition to other facilities in Nevada.

8 HEARING OFFICER SMITH: All right. Employer's 4 through 7
9 are received.

10 **(Employer Exhibit Numbers 4 through 7 Received into Evidence)**

11 MR. DITELBERG: I don't have any further questions.

12 HEARING OFFICER SMITH: Anything on cross-examination?

13 MR. MYERS: Could we take a five-minute recess and --
14 before I start cross?

15 HEARING OFFICER SMITH: Either that or I've got some
16 questions that I want to ask.

17 MR. MYERS: Okay.

18 HEARING OFFICER SMITH: Your preference.

19 MR. MYERS: Well, I'd like a five-minute break --

20 HEARING OFFICER SMITH: Okay.

21 MR. MYERS: -- regardless of whether it comes before or
22 after your questions.

23 HEARING OFFICER SMITH: Go off the record.

24 MR. MYERS: Thank you.

25 (Off the record at 2:41 p.m.)

CROSS-EXAMINATION

1

2 Q BY MR. MYERS: Good afternoon, Mr. Burkel.

3 A Hello.

4 Q So I want to understand the terminology, just have room
5 for question in my mind.

6 So you're -- you served here as the area president for
7 some years; is that correct?

8 A That's correct.

9 Q And the area at that time was defined as southern Nevada
10 and Saint George, Utah?

11 A At that time, yes.

12 Q And what was the name of that area office, or that area?

13 A We call it the Nevada area.

14 Q The Nevada area. And the facilities within the Nevada
15 area was Apex; the recycle facility; the Cheyenne transfer
16 station; the Henderson transfer station; at the time, the Sloan
17 transfer station; and the Laughlin transfer station. Have I
18 said that right?

19 A That's the Nevada facilities, yes.

20 Q I'm sorry?

21 A That's the Nevada facilities.

22 Q Yeah. And not including the Saint George, Utah, facility.

23 Now, the recycle facility you mentioned, that is a
24 non-union facility; is that correct?

25 A That's correct.

1 Q So it is not part of the -- the employees who work at the
2 recycle facility are not part of the collective bargaining
3 agreement represented currently by the Union, correct?

4 A That's correct.

5 Q Saint George, is that part of the collective bargaining
6 agreement represented by the Union?

7 A No, it's not.

8 Q So the part -- the facilities that are part of the
9 collective bargaining are Apex, Cheyenne, Henderson, Sloan in
10 the past, and Laughlin.

11 A That's correct.

12 Q So just -- we also heard terminology about the
13 word "area." You called it the Nevada area while you were
14 here. Has there been some change by which the -- what was the
15 Nevada area is now somehow different or larger or smaller, or
16 am I misunderstanding?

17 A No. There's been actually two changes since then, but at
18 present, we have ten areas in the country, and there is no area
19 office here. It's part of an area that's managed out of
20 northern California, the Bay area.

21 Q Okay. So there -- today there is no Nevada area office.

22 A There is not. There's an administrative office, but it's
23 not an area office.

24 Q All right. Is the administrative office at 770 East
25 Sahara?

1 A Yes, it is.

2 Q Did that used to be the area office?

3 A At one time it did -- it was. And obviously, that's a
4 facility we did not list a moment ago.

5 Q I couldn't hear you.

6 A That's a facility we didn't list a moment ago when we were
7 exchanging the facilities. That 770 East Sahara office, we
8 didn't list that a moment ago when we talked about facilities
9 in Nevada.

10 Q Okay. But that's, in terms of -- okay. Point well taken.
11 But that's not a production facility --

12 A It is not.

13 Q -- it's an administrative office.

14 A It's an administrative office.

15 Q And what do they do there today?

16 A There's a call center there. There is a credit
17 collections function there.

18 Q Uh-huh.

19 A Not sure what else is still there.

20 Q So there's not --

21 A -- much, much less than it was when I was here.

22 Q And when was that reorganization?

23 A The most recent one was -- let me think -- 2014, '15,
24 somewhere in there.

25 Q The --

1 A I don't remember the month.

2 Q Is there an area president still?

3 A There is an area president based in the Bay area.

4 Q Okay. What's that individual's name?

5 A Mike Caprio (phonetic).

6 Q Mike Caprio?

7 A Yes.

8 Q The -- we're looking at the facilities that currently
9 exist and are operating in southern Nevada in the area that the
10 Union represents the drivers. The -- if I understand our
11 earlier interchange -- let me say this and you see -- tell me
12 if you agree with this. The Union has petitioned for what I
13 call the shed employees, what has now been called the outside
14 employees, and the paper pickers. Do you understand that?

15 A I understand that, shed employees and paper, and kind of
16 conflating some things there. There's different positions at
17 the transfer stations than at the landfills, so.

18 Q Okay. All right. I don't want to --

19 A Yeah.

20 Q -- load the question up, but we'll get into those
21 distinctions, okay?

22 A Okay.

23 Q But for present purposes, am I correct that the only place
24 where these employees are employed are Apex, Cheyenne, and
25 Henderson; and maybe there's a person that's in some -- the

1 Employer's still not certain about at Laughlin?

2 A Okay. And again, are you talking about all the positions
3 in question?

4 Q Right. Any of the positions that we've sought to
5 represent.

6 A Can you read them to me, those positions again?

7 Q The positions?

8 A Yes.

9 Q Well, I guess what I called -- maybe we'll circle back to
10 this.

11 A Okay. Because I just want to be specific, they don't all
12 exist in every location.

13 Q Okay. Maybe we'll do that a different way, I'll get back
14 into that with you.

15 A Okay.

16 Q Let me just keep going at the structural level here.

17 So you were vice president -- I'm sorry, you were area
18 president of the Nevada area. And at the time, was there an
19 area human resources manager?

20 A At the time there was. In my area, yes.

21 Q In the Nevada area?

22 A Yes.

23 Q And who was that?

24 A That was Hank Vasquez.

25 Q Okay. And then I guess Hank Vasquez retired at a certain

1 point; is that right?

2 A That's correct.

3 Q Do you know, did somebody replace him here at the Nevada
4 area office?

5 A I don't recall when he retired. But again, to date there
6 is not an area officer. There is no -- there's not a person in
7 that position because the position doesn't exist today.

8 Q Okay. Mike Dickey or -- Dickey, was there a gentleman by
9 the last name of Dickey?

10 A Yeah. Mike Dickey came in after that.

11 Q Came in after what?

12 A You're correct, that area. That's the position that
13 doesn't exist today.

14 Q Mike Dickey came in after Hank Vasquez retired?

15 A That's correct.

16 Q But there still is, at least at some level in northern
17 California in the area that's defined today, is there an area
18 human resources manager?

19 A There is. There is. Again, I'm just saying, in the
20 Sahara office, there's not an area-level position.

21 Q The -- now, there's two corporations here. There's
22 Republic Dumpco and Republic Silver State. What are the assets
23 or the holdings as it were for Republic Dumpco, Inc.?

24 A The assets are -- is the -- primarily the Apex landfill.

25 Q Okay. Basically that's its --

1 A Yeah. And then the Laughlin landfill was in Dumpco.

2 Q I see. Laughlin is a landfill not a transfer station?

3 A It's a landfill with -- yeah. There's a few drivers
4 there.

5 Q And Republic Silver State Disposal, Inc., what are its
6 assets?

7 A Primarily, and again, I'm saying primarily. I can't list
8 every asset, but it would be the Cheyenne transfer station,
9 would be the area office -- not the area office, the Sahara
10 office, the old area office; the Henderson transfer station,
11 and they're closed; Sloan transfer station that we still own.

12 Q So help me understand sort of functionally how the
13 operations work. What is a transfer station? I guess let's
14 start there.

15 A Okay. Transfer station is the facility where, as we have
16 collection trucks are on the routes during the day and they get
17 loaded, more than once per day, rather than going all the way
18 to Apex because the trucks need to be collecting garbage, they
19 come to an intermediate facility, empty their load, and go back
20 to work. And then the waste is reloaded into large
21 transfer-type trailers. And from that point they go to the
22 landfill.

23 Q And so you have, I guess, residential trash collection, is
24 that one line of business?

25 A That's correct, uh-huh.

1 Q You have industrial bins --

2 A That's correct.

3 Q -- is that -- what other lines of business?

4 A And then commercial.

5 Q Commercial.

6 A Yeah.

7 Q So all of those materials whether it's residential,
8 whether they're picking up the big bins, the big Dumpsters, I
9 guess, all of that goes to one of the transfer stations first;
10 is that right?

11 A Not quite fair to say all of it.

12 Q Okay.

13 A The general manager may make the determination that the --
14 depends on where the truck gets loaded it's more economical and
15 efficient for that truck just to go to the landfill itself.

16 Q Okay.

17 A Okay? So that's a general manager decision. But I would
18 say it's fair to say most of it would go to the transfer
19 stations, maybe even almost all of it.

20 Q So let's talk -- let's start first with the transfer
21 stations, if I understand. So the trucks are coming in,
22 they're full of trash from people's trash toters.

23 A Uh-huh.

24 Q What do they do with that?

25 A They empty it into a -- in the facility, and they're two

1 different designs, so we could get into that. But basically
2 they empty the waste out, and then we use machines that will
3 reload the waste into maybe dozers, maybe a backup-type loader;
4 load it back into the transfer trailers. And then they can
5 take, again, larger, more efficient loads.

6 Q So a transfer trailer's a full 18-wheel --

7 A That's right.

8 Q -- trailer trucks.

9 A That's right.

10 Q They drive it to the Apex landfill.

11 A That's right.

12 Q Or Laughlin? Or just Apex?

13 A Just Apex. Laughlin just services that community down
14 there.

15 Q I see.

16 A Very small.

17 Q All right. So it gets up to Apex. What happens with it?

18 A They go across the scales, they're weighed in. They go to
19 the landfill, the working pace we call it, and they're put on a
20 machine that lifts the trailer up and empties it out.

21 Q So they go across the scales. That's at Apex that they go
22 across the scales, or do they go across scales also when they
23 come into the transfer station?

24 A Our trucks -- let me be clear. Our collection trucks come
25 into the transfer station. Those are weighed. They go into

1 the -- it's emptied in the transfer station, reloaded. And
2 then those trucks go to the landfill, and they're weighed at
3 that point.

4 Q They're weighed -- I'm sorry, what -- they're weighed
5 after they're reloaded at the transfer station?

6 A Well, as we're loading them, we have non-certified scales
7 to give us an idea so that we don't overload them, we don't
8 record that weight, don't maintain it. It's just to give the
9 loaders some idea as to how much weight that they're putting on
10 the truck so they don't overload it. Then when they go to the
11 landfill, they go across the scale and they're weighed.

12 Q So earlier we heard about dispatchers here that have
13 some -- apparently do some weighing function, but then we were
14 clarified that -- it was clarified that these are inside
15 employees. What do these dispatchers do in that -- in -- if
16 anything with what you just described?

17 A I think they actually -- you know, that the inbound scales
18 when the truck comes across, they weigh those trucks.

19 Q What are they -- they -- do they go out, do they -- why do
20 you call them inside employees?

21 A Well, they're sitting in the office and they're doing
22 other duties. And I think probably the other guys can give you
23 a better description of what they do exactly --

24 Q Okay.

25 A -- all the functions they do, I wouldn't be familiar with

1 all of that.

2 Q I see. So they're inside the office and they do other
3 administrative-type duties?

4 A Yeah.

5 Q All right. But they -- then the material gets dumped,
6 reloaded onto trailers, and taken up to Apex. And there, it
7 sounds like the weighing at this point is, I suppose, done with
8 greater scrutiny, I guess, and recorded and so forth. Is that
9 right?

10 A Yeah, well that could -- trucks are weighed and recorded
11 in that for reporting purposes or whatever, but those scale
12 attendants there also weigh third party disposal customers that
13 are coming in.

14 Q Okay.

15 A Other businesses. Those are not individuals, those are
16 businesses coming in.

17 Q For example, what kind of businesses would come into the
18 Apex landfill to dump material?

19 A There's other waste haulers in town that would bring the
20 trucks out there directly or bring it in transfer trailers.

21 Q I see.

22 A It could be construction demolition companies, it could be
23 other waste haulers bringing waste directly to the landfill, so
24 that's where we get into that billing function I described
25 earlier.

1 Q Uh-huh. All right and it sounds like there's also what I
2 was calling shed employees, but perhaps you have a different
3 word for them, but these are people who you described that
4 measure the square footage or the square yardage of people who
5 bring in residential waste for dumping purposes. Have I said
6 that right?

7 A I think that's generally correct and they may work, as I
8 understand it and the guys can confirm, they work
9 interchangeably with the spotters.

10 HEARING OFFICER SMITH: And this group of employees was
11 who?

12 THE WITNESS: This is what Mr. Myers is calling the shed
13 employees. They're gate, I don't know, you know, we're all
14 searching for the right term. But they work outside and those
15 are residents that are coming in and there's no billing affect
16 there. They just measure it and so we can --

17 Q BY MR. MYERS: Do you want to call them gatekeepers? Is
18 that the word you have?

19 A I'd defer that to someone else, because I don't want to
20 set the term that they use when they run their business every
21 day.

22 MR. DITELBERG: Maybe we can get the GMs to describe how
23 -- the correct classifications.

24 MR. MYERS: That's fair enough.

25 THE WITNESS: I'm describing kind of what they do, but I

1 think, you know, we need to be more precise with what we call
2 them.

3 Q BY MR. MYERS: But then you said that they're
4 interchangeable with spotters. Is that somebody different or
5 are you -- that's all one group?

6 A Again, defer to them. In my mind it's kind of one group.
7 There's people that check the trucks in and there's people that
8 show them where to go to empty their loads and kind of guide
9 them back, make sure they stay out of the way of the equipment
10 and that kind of thing.

11 Q Now these folks work outside, fair enough?

12 A They're outside.

13 Q And the other group of folks that I think we've identified
14 as outside workers are paper pickers.

15 A That would be at the landfill only.

16 Q Okay. And what do they do?

17 A Just kind of what it says. They pick up windblown litter
18 any spilled waste or whatever that may blow out of the working
19 face and that, and they make sure we keep the facility clean
20 and tidy as you can make a landfill.

21 Q Yeah. I get it. All right. And they, I guess, needless
22 to say, work outside too?

23 A That's correct.

24 Q Now when we went back we talked about the gatekeepers if
25 we'll call them that for the moment. At Apex -- let me say

1 something and you tell me if you agree with it. It sounds like
2 the gatekeepers, if we call them that, who show residential,
3 who show other waste haulers, who show who, of course your own
4 trucks are coming in, they have the dual function of both
5 directing this traffic and weighing the vehicles?

6 A No, they don't really -- they don't direct the traffic.
7 They're more of a pure scale attendant. Trucks come in, they
8 weigh that, they monitor the -- there's some unattended scales
9 for our trucks that come in and it just uses RFID chip that
10 records the weight. I don't think they have to do a lot of --
11 as long as all that's working, again Mark could probably answer
12 that a lot better than me. They don't do a lot with that, but
13 the third party trucks, they have to weigh it, they are
14 expected to, from time to time, if we have a hauler that brings
15 in -- we call it special waste that's just non-hazardous waste
16 other than MSW. There's a manifest that goes with that. They
17 have to make sure all that matches. There are a lot more
18 intricate job duties there than it would be at the other
19 facilities for those people. It's a very, very different role.

20 Q Regulatory responsibilities in terms of --

21 A Yes, that's correct.

22 Q -- hazardous waste. You said MSW --

23 A Non-hazardous, non-hazardous waste.

24 Q Non-hazardous.

25 A We're real clear there, we don't take hazardous, so --

1 Q Oh, you don't take any hazardous.

2 A -- it's non-hazardous special waste.

3 Q What's MSW though?

4 A Sorry for the acronyms, it's solid waste, just garbage.

5 Q Okay. Thanks. That's a helpful beginning to understand.

6 Now you perform all this under contracts with municipalities,
7 north Las Vegas, Clark County, Las Vegas, and Henderson. Am I
8 right?

9 A That's correct.

10 Q Who is the signatory with these municipalities? Do you
11 know?

12 A I'd have to go -- some of those are quite old, but in each
13 case there -- whether it was whoever was there, a president at
14 the time or somebody else, there should have been a board
15 resolution authorizing them to sign. They're not an officer of
16 the company.

17 Q So I understood you to say that north Las Vegas is
18 serviced out of the Cheyenne yard. Henderson is serviced out
19 of the Henderson yard and that makes sense because of the
20 geographical proximity. But it's not the case, is it, that the
21 general manager of the Cheyenne yard is out there signing
22 contracts with north Las Vegas for the Cheyenne transfer
23 station to be its waste hauler?

24 A Doesn't sign those municipal contracts, no.

25 Q Those municipal contracts are signed, I --

1 A Yeah, and there's --

2 Q -- by the area office by Republic Silver State Disposal,
3 Inc.?

4 A But there's, again like any company or hierarchal
5 corporation there's levels of authority and those are such
6 large contracts, they go up a little higher for signature or
7 even board authorization for someone to sign as an officer.

8 Q But so I understood you, so when you said that the general
9 manager is responsible for building the business, that may be
10 true in some sense, but the general manager is not out there
11 trying to secure contracts with the municipalities. Those
12 contracts are in place and not only are they in place, they are
13 in place with the Republic Silver State Disposal at that level.

14 A When we say build a business, it's a maintain the
15 business. We do have individual contracts, limited amount.
16 There's certain parts of the local waste stream that are exempt
17 from the franchise, so they're involved in that and assisting
18 sales people in that with pricing and efforts to procure that
19 business.

20 Q Okay. Well it didn't quite answer my question, but with
21 respect to the four big contracts that are north Las Vegas,
22 Clark County, Las Vegas, and Henderson, the general manager is
23 not building that business?

24 A Those are in place.

25 Q The prices are negotiated, the general manager doesn't

1 negotiate the price, somebody else at a higher level negotiates
2 the price.

3 A Those are long term franchises. They haven't renegotiated
4 in many years.

5 Q So when the general manager sets the budget for his office
6 for his facility. You know one of the key aspects of any
7 budget is the income line, correct?

8 A When you say income, you mean the revenue line?

9 Q The revenue line, sure.

10 A Okay. Income is all the way at the bottom. The one at
11 the top is revenue.

12 Q okay. Fair enough, revenue. The revenue line --

13 A But there's other components --

14 Q Let me finish my question. So the revenue line, the major
15 portion of the revenue line is the revenue that comes from
16 these municipal contracts. Wouldn't you agree?

17 A The major portion, but that is not all the revenue.

18 Q Okay. Let me talk about the major portion first. So the
19 general manager has no say in setting the major portion of the
20 revenue part of the budget. Those are dictated by these
21 contracts?

22 A We have set pricing. There are some estimates and
23 projections that go into expected growth in that so the general
24 manager does have input in that.

25 Q Well, you give him projections, but he doesn't -- he has

1 no control over the volume of business that north Las Vegas may
2 generate over the next given period of time?

3 A In a given franchise, that's true.

4 Q So I guess there's -- and what portion of the revenue of
5 one of these facilities is represented by the payment by the
6 municipality for this service?

7 A I haven't looked at that in a while so I wouldn't want to
8 guess at that.

9 Q Well, can you give me an estimate without guessing?

10 A No.

11 Q All right. So there's some other portion, I guess you
12 wanted to talk about which is revenue streams outside of
13 municipal contracts. What are they?

14 A Well you have, as I said the franchises don't cover all
15 the waste streams in this market, construction demolition
16 debris is exempted, so we are actively competing for that. The
17 GMs are very much involved in that. Commercial recycling,
18 source separate recycling is exempted from the franchise, so
19 those are what we call open market. And even though, to use
20 your example, they're not as large a component of the revenue,
21 they are a very important component and the GMs are involved in
22 that.

23 Q I see. Well, if they're an important part of the revenue,
24 do you have a sales staff whose job it is to try to market your
25 company's services to those potential revenue streams?

1 A We do. Yes, we do.

2 Q And where is that sales staff located?

3 A Excuse me, I didn't hear you?

4 Q Where is that sales staff located?

5 A I would have to -- I know that some of them are located at
6 the Cheyenne transfer station and I'm pretty sure there's a
7 group located at Henderson and they can confirm how many. I
8 don't know that anymore, but there are sales people that are
9 housed at both locations to my knowledge.

10 Q And on the expense side of the balance sheet comes various
11 expenditures one of which is the labor budget. Is that -- do
12 you call it the labor budget?

13 A Well there's a labor line.

14 Q A labor line?

15 A Yeah.

16 Q The wages and benefits for the majority of the employees
17 are determined through collective bargaining, is that a --

18 A That's correct.

19 Q -- fair statement? The benefits for all of the non-union
20 employees are determined at a level at, I guess, did you say
21 the corporate level or the area level or where is that
22 negotiation taking place?

23 A Well, the negotiations for the packages, if I can use that
24 word, is at corporate, but then there's individual elections by
25 the employees that can take different -- opt in to different

1 packages, but I --

2 Q No, I'm sure I understand. I understand that employees
3 can choose to take one level of coverage or another level of
4 coverage, but my question is who negotiates, for example, the
5 medical plan to cover a group from a specific area?

6 A That's done at corporate for the entire nation.

7 Q Is it one medical plan for the entire nation or do you --

8 A No. As we all know insurances can differ from region to
9 region, so there's various medical plans for different parts of
10 the country based on availability, which carriers are in a
11 certain market and which are not.

12 Q And wages, how are they determined?

13 A Non CBA wages? That's a local determination.

14 Q Yeah, non CBA wages. I'm sorry?

15 A That's a local determination.

16 Q Local determination. Are there any guidelines or any
17 standards with respect to that?

18 A Yeah, there's ranges that would be market, you know,
19 normal ranges that GM would have available to him.

20 Q Who generates those normal ranges?

21 A That can be done by our corporate staff.

22 Q And do they take wage surveys in a given labor market
23 to --

24 A They can. They can.

25 Q They can or they do, or do you know?

1 A Well, they do. I don't want to say that there's a
2 particular cadence for a different market, they do that for
3 many markets and provide that information to the general
4 managers.

5 Q And in what form do these guidance's come?

6 A I don't know. I couldn't tell you that. I would assume
7 like a spreadsheet or something. I don't know if that's
8 answering your question.

9 Q Well, have you ever seen one of these spreadsheets that
10 sort of lays out what the guidelines for wages should be?

11 A Not recently, so I don't know what form they use today.

12 Q Well, when you were here at the area office, did you see
13 -- area president, did you see such spreadsheets?

14 A We had some limited information based on need here, yes.

15 Q And these were generated -- did you generate these here in
16 the -- because at that time, Nevada was its own area office,
17 did you generate these or were these generated by corporate?

18 A No, we asked for support from corporate.

19 Q And maybe I should ask at the time that you were here, did
20 you yourself have a direct hand in establishing what the wage
21 rates would be for the non-union employees at, for example,
22 Apex, Henderson, or was that left to the general manager?

23 A That was left to the general managers. What I'm talking
24 about had to do with administrative employees in what was the
25 area office.

1 Q I see. So the guidance's or the spreadsheets that you saw
2 were with respect to the administrative employees who worked at
3 770 East Sahara?

4 A That's correct.

5 Q But you're aware that similar guidance's were provided
6 from corporate to the general managers for purposes of setting
7 wages at those local --

8 A I can't --

9 Q -- operations.

10 A -- I can't say they were. Okay. I don't know if they
11 requested them or they got them or not during that time period.

12 Q Do you know who negotiates the workers comp contracts here
13 in the southern Nevada area?

14 A If you're asking for a particular name at corporate, no.

15 Q Well, are they negotiated at the corporate level?

16 A Yes.

17 Q Do they cover -- does a single insurance, workers comp
18 insurance contract cover all of the facilities that we're
19 talking about here, Henderson, Apex, and Cheyenne?

20 A I don't know.

21 Q I want to think about the collective bargaining, the unit
22 that's already subject to collective bargaining. It's a single
23 bargaining unit, correct?

24 A Yes, it is.

25 Q It encompasses, let me see if I get this right, Cheyenne,

1 Henderson, Apex, and Waflin (phonetic) in its current form,
2 correct?

3 A In its current form, yes.

4 Q And you can only speak from personal experience during the
5 time that you were here, you were -- you served as chief
6 negotiator when there was collective bargaining?

7 A I was a part of the negotiating committee. I wouldn't
8 characterize it as chief negotiator.

9 Q Okay. And the general managers also participated from
10 each of the facilities, correct?

11 A Yes, they did.

12 Q And did you have any other support from corporate?

13 A At that time, we had regions, we had a regional labor -- I
14 want to say he was a labor attorney. I believe he was.

15 Q Okay. And he had Mr. Vasquez on the board, right?

16 A He was on the committee also and then --

17 Q The HR?

18 A -- then we had some functional support from the transfer
19 station themselves.

20 Q And during the time that you were here, it would also be
21 the case that when there were grievances filed under the
22 collective bargaining agreement effecting one or more of the
23 facilities, you would have a -- you or Mr. Vasquez would be
24 directly involved with the handling and processing of those
25 grievances. Isn't that true?

1 A Only if it got to a certain point and then we would sit in
2 and weigh in if there was sort of an impasse and then discuss
3 it with the general manager and let them make their decision.

4 Q You mean there was a certain point, for example, if it was
5 a step one grievance, initial, then it rises up -- I don't
6 know, the grievance speaks for itself in terms of the steps.
7 But it gets up to a certain level and then you --

8 A That's correct. When it got to the third step before we
9 would potentially have an unresolved grievance that potentially
10 got arbitration then one of us would sit in and with the
11 groups, the general manager, one of the business agents and
12 listen to that grievance and see if collectively we could come
13 to a resolution, but the resolutions always -- I diverted back
14 to the GMs before we implement anything, are they okay with it
15 because it's their location.

16 Q Okay. Well, you didn't necessarily have to -- but you
17 didn't have to go up the corporate chain to the regional
18 president to get a sign off on something. You had the
19 authority --

20 A At that time, yeah. Unless it was something just really,
21 really large, which we didn't have at the time.

22 Q You and I were in an arbitration proceeding together over
23 certain claims that overtime was not being properly calculated
24 for some years. Do you remember that?

25 A Yeah, we were, yeah.

1 Q And if I remember correctly, the grievance was filed and
2 you and Mr. Vasquez -- characterize it, but sort of took the
3 lead in trying to work it out with the union in some resolution
4 of that dispute. Isn't that fair?

5 A On that particular one, yes, the union came up and talked
6 to us about it, yeah.

7 Q And then fair to say also in discharges -- well, would you
8 ever be involved, let me ask you, would you ever be involved in
9 determining whether a discharge was appropriate or not or was
10 that not something that came on your docket?

11 A I would be informed for most of them.

12 Q Uh-huh.

13 A No, I wouldn't characterized as all be informed, sometimes
14 they ask for counsel from the GM, but the actual final decision
15 was a general manager decision.

16 Q I guess, I hear that, you said that several times. The
17 final decision is the general manager, but they would ask me
18 and they would ask my counsel and I would give input. I mean,
19 did you ever sway them?

20 A I don't know. I hope so.

21 Q Yeah, I mean you gave your input with the expectation that
22 it would have some impact upon their decision making, isn't
23 that fair?

24 A Didn't give them a direct order if that's what you're
25 asking, but we would, you know, just like --

1 Q No, that's not what I'm asking, but --

2 A -- any organization, I advised counsel discussion with
3 everybody and make sure we agree that we're coming to the right
4 decision. I don't think that's --

5 Q It's not a crime and I'm not suggesting it is. I'm just
6 trying to figure out --

7 A Okay.

8 Q -- whose making the decisions at what level, you know what
9 I'm saying?

10 A Sure.

11 Q Let me ask about a couple of these documents and -- the
12 first one is Employer Exhibit 4. Can you find that?

13 A Yeah.

14 Q That's the handbook.

15 A Yeah.

16 Q And that has certain work rules in it. The collective
17 bargaining agreement which is P-1 also has certain work rules
18 in it.

19 A It does.

20 Q Are you aware of that?

21 A Yes.

22 Q And maybe we can point those out to the hearing officer.
23 By doing this, I guess by observing that the agreement is
24 structured in two parts.

25 A It's towards the back, yeah.

1 Q It's numbered pages 1 through 49 and then you get to -- on
2 page 49 you get the duration of agreement and the signature
3 page. And then it picks up again with a separate section at
4 the back called company rules and procedures for bargaining
5 unit employees. Do you see that?

6 A Yes.

7 Q So and then when we get to -- well, there's little Roman
8 (i) and little Roman (ii) and then we start the pagination
9 again. And then we've got the Republic Services of Southern
10 Nevada rules of conduct. Do you see that? I don't know if
11 you're with me.

12 A I don't have that book, but I'm familiar with it.

13 Q I can give you a copy.

14 A I've got it.

15 HEARING OFFICER SMITH: He's got a copy.

16 THE WITNESS: Yeah, I've got it now.

17 MR. MYERS: Oh, you got one.

18 MR. DITELBERG: I'm sorry, can you point out where in the
19 CBA you're referring to?

20 MR. MYERS: I would say page 1, but there's two pages
21 ones, so near the end.

22 THE WITNESS: It's three pages after the signature pages.

23 MR. DITELBERG: Okay.

24 THE WITNESS: Yeah, page 49 and then two over.

25 Q BY MR. MYERS: And then it follows from there and people

1 can read it themselves, read the document themselves, but
2 there's a series of enumerated work rules, fair?

3 A That's correct.

4 Q And then there's I believe it keeps going on I think
5 there's a drug testing policy, correct?

6 A Yes.

7 Q Now these would be the work rules and the drug testing
8 policy. Would you agree with me that supersede the handbook?

9 A Yes.

10 Q And these are negotiated at the level of the collective
11 bargaining unit, correct?

12 A They're part of the negotiated contract, yes.

13 Q And they cover -- what percentage of the work force would
14 you say is union?

15 A I don't have that number right off hand anymore.

16 Q I said 90 percent earlier in my speaking, but of course
17 I'm not a witness. Does that sound high or low?

18 A I just don't know how many non-CBA employees they have
19 today, so I --

20 Q Okay. Fair enough.

21 A Quite frankly I don't know how many are in the union
22 anymore. I assume they've grown a little bit since I was here.

23 Q Yeah, well I'm not actually talking about who is a member
24 of the union and who isn't. I'm just talking about who is a
25 member of the bargaining --

1 A I'm just talking about counts.

2 Q All right. There are -- Employer 7, there constitutes
3 another series of work rules or policies. Do you have a copy
4 of Employer 7?

5 A I do.

6 Q Okay. Now I'm going to skip through the tax forms. And
7 the documents is not numbered, so maybe you can bear with me.
8 I'm looking at the policies and procedures manual, employment
9 at will and separation from employment. Do you see that?

10 A Uh-huh.

11 Q I believe you said that that is a national policy. Is
12 that right?

13 A That one looks like -- yeah. Well, you know what I may
14 have misspoken there because not all states would have the same
15 -- it looks like it's from our national policy and procedure
16 manual, but there may be some other versions for certain
17 states. I don't know.

18 Q Okay. So then I'm going to skip through that one and
19 there's five pages of that and I skipped through it. Then I get
20 to introductory employment period acknowledgement form. That's
21 something that employees sign nationwide, do you know or just
22 here in --

23 A I think that one's local.

24 Q That's local.

25 HEARING OFFICER SMITH: So I'm sorry, the first one that

1 you covered, the at will, that's local? Do you know?

2 THE WITNESS: Excuse me, I'm sorry, the --

3 HEARING OFFICER SMITH: For the first one that you were
4 asked about the employment at will, is that national or local?

5 THE WITNESS: I said that that one looks like it came from
6 our national policy and procedure manual. There may be other
7 versions that are state specific, I don't know.

8 Q BY MR. MYERS: And then the next one is called
9 introductory employment period acknowledgement form.

10 A Uh-huh.

11 Q It says every new employee is considered to be serving an
12 introductory employment period for 90 calendar days after the
13 date of hire, et cetera. Do you know if that is a Southern
14 Nevada policy or is that a national policy or do you know?

15 A That appears to be local.

16 Q Okay. How do you know?

17 A In the header of the other ones, you'll see policy number
18 -- I'm going back one page -- HRS106, release date, revision
19 date.

20 Q Okay. And this one, by the fact that this introductory
21 employment period acknowledgement form doesn't have that
22 marking, do you conclude that it's a local Southern Nevada
23 policy?

24 A Yes.

25 Q And so was this policy formulated at the -- well

1 formulated at the facility level, was it formulated at the
2 Southern Nevada level or what level was it formulated?

3 A I really can't speak to that. I don't know. I'm going to
4 -- you probably don't want me to speculate, but it probably was
5 a collaboration of general managers to allow their common idea
6 or common policy.

7 Q With input from, I guess at that time, the Las Vegas area
8 or the Nevada area?

9 A I don't know, but possibly.

10 Q All right, a couple of pages later it's called the
11 employee identification cards, right. And that one would also
12 seem to be a Southern Nevada policy. Is that --

13 A It looks like it. I can't tell. I mean, it looks like
14 it's local. I don't know if it's unique to any facility or
15 not.

16 Q Okay. The next page is called absences or tardies. And
17 this seems to provide a policy for Southern Nevada
18 installations giving instructions if you're working at Sahara
19 at stations, recycle and so forth; is that right?

20 A Uh-huh. Yes, for non-CBA employees.

21 Q So it sounds like the policy with respect to absences or
22 tardies are the same for all employees, regardless whether you
23 work at Apex, whether you work at Cheyenne, whether you work at
24 Henderson. Am I correct?

25 A Yeah, because there's a lot of collaboration among them.

1 When they can be the same, it's preferable to have them the
2 same.

3 Q Why does it matter? I mean if these are independent
4 entities that sort of operate on their own wits to build a
5 business in their own way, why don't they just -- do you know
6 why?

7 A Because if we work collaboratively and if something is a
8 good idea at one location, it probably is at the other, so that
9 would be a good way to do it for everybody instead of three
10 different ways to do it, but it may or may not be equally as
11 good. So we use the collaboration to have them the same and if
12 it's a good idea, we want to adopt it as much as we can.

13 Q Okay. Would that be the same with other policies that
14 might be collective bargained with this proposed unit?

15 A I think there's significant differences between what they
16 do, say at Apex landfill and the other two locations. When you
17 say could it be, obviously almost anything is possible. Is it
18 the most efficient way, I don't believe so.

19 Q The next document in the local policy is called the Las
20 Vegas area attendance policy. Do you see that?

21 A Yes.

22 Q And this is clearly the Las Vegas area. It says by its
23 terms and it identifies the facilities that we're talking about
24 here at the bottom, correct?

25 A Let me get that. The attendance policy lists all the call

1 in lines, yes.

2 HEARING OFFICER SMITH: I think you're looking at the
3 wrong page. That page right there.

4 THE WITNESS: Okay. Same thing.

5 Q BY MR. MYERS: I apologize, this is the one that says
6 effective 1/15/17.

7 A Yes for revised.

8 Q And this covers non-union employees, correct?

9 A That's correct.

10 Q By the way, I see this word a couple times. I want to
11 make sure I understand. This policy applies to business units,
12 which you've described and it also applies to divisions.

13 What's a division?

14 A That would be a subset of a business unit, for example, we
15 mentioned Waflin is a division or a site associated with Apex.
16 That's our next level down, but generally at the division
17 level, we don't have that autonomously or they report to the
18 general manager.

19 Q A division is above a business unit or below?

20 A It's below. Bottom division, business unit, area.

21 Q So Waflin is not a business unit?

22 A No.

23 Q It's a division?

24 A Yes.

25 Q A division of what?

1 A To my recollection it is a division of Apex.

2 Q All right. And you don't know who -- well, this policy
3 was just reformulated effective 1/15/17?

4 A Yeah.

5 Q And you didn't have any hand in formulating this policy?

6 A Neither on the effective date or the revision date.

7 Q All right. So the next one is called the paid time off,
8 PTO policy.

9 A Uh-huh.

10 Q And this one would seem to apply to Southern Nevada if I'm
11 understanding your logic, it doesn't have sort of the markings
12 in the upper right. Do you know?

13 A It says it applies to area offices, business units,
14 divisions, hourly paid, or incentive paid employees.

15 Q Okay.

16 HEARING OFFICER SMITH: What does that mean?

17 THE WITNESS: It looks like it was something that --
18 again, I can't speak to how it was developed, but it looks like
19 a collaboration document that was agreed to apply to all the
20 business units.

21 HEARING OFFICER SMITH: So when you say all business
22 units, are you talking nationally or --

23 THE WITNESS: No, in Nevada.

24 Q BY MR. MYERS: Okay. The next one, I'll move on quickly,
25 I think we're almost done. The next one is Republic Services

1 of Southern Nevada dress code policy.

2 A Uh-huh.

3 Q I know what a dress code policy is. Now this one was in
4 effect back when you were here, right, 2011?

5 A Yes.

6 Q Did you have any hand in formulating this policy?

7 A Actually I did. This applied to the Sahara administrative
8 office.

9 Q I see. It seemed like it was more a professional work
10 environment kind of thing?

11 A Yes.

12 Q All right, well maybe I will ask you quickly. So the next
13 one is cellular phone use. Are you familiar with this policy?
14 Do you know where it was generated?

15 A I am and if I recall correctly, because this is such a big
16 safety issue, we actually engaged the help of the union in
17 agreeing that this would apply to everybody, drivers and
18 everybody as I recall. Just not use your cell phone when
19 you're driving. Just let the phone go, even if it's your
20 supervisor, let it go and call when it's safe.

21 Q So this was --

22 A It may not have been the exact worded policy, but as I
23 recall, we just did -- that was such a hot issue here.

24 Q So this was formulated at the bargaining unit level with
25 the cooperation of the union?

1 A It was between contracts and there were a couple of things
2 when we went back to Tom and Javon and said, this is really an
3 important safety issue. We need your help on this one.

4 Q Okay. Thanks.

5 MR. MYERS: One moment, let me see if I'm all done. No
6 further questions. Thanks.

7 HEARING OFFICER SMITH: Okay. All right, so you've been
8 asked about a lot of these policies that are here. You're not
9 aware of any policy that's been generated by an individual
10 facility; is that right?

11 THE WITNESS: I believe that is --

12 HEARING OFFICER SMITH: Not what you believe, just are you
13 aware?

14 THE WITNESS: There are special work rules for Apex
15 landfill.

16 HEARING OFFICER SMITH: Special work -- okay, so special
17 work rules for Apex landfill, other than that, are there any
18 other work rules or policies that have been generated by an
19 individual facility?

20 THE WITNESS: I don't know.

21 HEARING OFFICER SMITH: And what are these work rules, as
22 far as Apex landfill, what are these about?

23 THE WITNESS: They're very specific to landfill
24 operations. I haven't seen them in quite some time, but I know
25 it was provided to Mr. Myers today.

1 HEARING OFFICER SMITH: Earlier you were asked questions
2 about a general manager seeking input for a discharge. Is that
3 the normal process is the general manager when he's considering
4 a discharge seeks input from corporate or HR?

5 THE WITNESS: That's their general practice throughout the
6 organization. Again, we want to make sure that if we're taking
7 that drastic step, it's right, so you would seek input from
8 others.

9 HEARING OFFICER SMITH: Okay. So I want to make sure I
10 understand that. When you said general practice, that's the
11 expectation?

12 THE WITNESS: Yes.

13 HEARING OFFICER SMITH: So a general manager is by
14 expectation not supposed to discharge without collaborating
15 with HR or corporate; is that correct?

16 THE WITNESS: That's correct.

17 HEARING OFFICER SMITH: So that autonomy has strings?

18 THE WITNESS: Well, I think in any public corporation
19 there's no one that has absolute autonomy so every position of
20 authority has some limitations, guidelines, guardrails. And
21 that includes the general managers even though they're the
22 highest person for their facility?

23 THE WITNESS: That location, yeah there are things that
24 are outside of their level of authority. We have policies on
25 levels of authority that go all the way to and include our CEO,

1 he has to get board approval on some things.

2 HEARING OFFICER SMITH: For hiring decisions, who makes
3 the hiring decisions? Is it corporate, is it at the facility,
4 where is it as far as hiring decisions?

5 THE WITNESS: It's the general manager.

6 HEARING OFFICER SMITH: So does the general manager seek
7 any input from corporate?

8 THE WITNESS: Probably not from corporate, they do from
9 their HR partners that are at their local facilities.

10 HEARING OFFICER SMITH: And their HR partners, they
11 communicate with HR corporate?

12 THE WITNESS: I'm sure they do on some --

13 HEARING OFFICER SMITH: Do you know?

14 THE WITNESS: Well, yeah they would. They wouldn't
15 communicate about that particular topic, but obviously it's a
16 functional line that they would get training and input all the
17 way up the line on that functional area.

18 HEARING OFFICER SMITH: And you don't know the job
19 responsibility for each individual facility well enough to go
20 through each of those for each classification of employees and
21 what their responsibilities, who they interact with on a day to
22 day basis, anything like that, do you?

23 THE WITNESS: No. As you said, I've been away for a
24 while, so no.

25 HEARING OFFICER SMITH: Do you know what the distances are

1 between the three facilities that we're talking about here?

2 THE WITNESS: Not offhand.

3 MR. MYERS: Hearing officer, if I may, if I can, I've
4 prepared a document that, I mean, would submit that this is
5 subject to administrative notice once people had the chance to
6 check it out, but I've done a little MapQuest document that
7 lays out those distances. I can put it in, I don't know if
8 it's evidence or like I say -- well it is, I can mark it as P2
9 and seek to introduce it, but there's plenty of time for people
10 to verify it on their own if they care to before the end of the
11 hearing.

12 HEARING OFFICER SMITH: Yes, please.

13 MR. DITELBERG: I was going to suggest an administrative
14 notice on that point. I think we can --

15 MR. MYERS: So go ahead and check it out, if it looks good
16 to you then --

17 MR. DITELBERG: I don't think I'd like to make a full
18 determination on this. If we can look at it offline and I'll
19 at least initially show it to our folks.

20 HEARING OFFICER SMITH: Anything on redirect?

21 MR. DITELBERG: Can I just take a few minutes just to
22 consult and then I will have some redirect questions?

23 HEARING OFFICER SMITH: Yes. Why don't we go off the
24 record for five minutes.

25 MR. DITELBERG: Thank you.

1 (Off the record at 3:42 p.m.)

2 HEARING OFFICER SMITH: Back on the record.

3 **REDIRECT EXAMINATION**

4 Q BY MR. DITELBERG: So just to be clear, is there any
5 successor in the organization to Mr. Dickey (phonetic) as area
6 human resources manager?

7 A There is an area human resources manager, but not in this
8 market.

9 Q Okay.

10 A He's located in the Bay area, the area office.

11 Q To your knowledge, do the individual business units have
12 dedicated HR personnel?

13 A They do.

14 Q Okay. Are they the same or different for each of the
15 business units at issue here?

16 A They're different for each one.

17 Q Do you know who they are?

18 A I know two of them.

19 Q Okay.

20 A Sue Hunsberger and Iris -- I don't remember Iris's last
21 name. Not today. I guess I'd better say no, because I don't
22 remember her last name.

23 Q Do you know which business units Sue Hunsberger covers?

24 A Apex.

25 Q Okay. And how about Iris?

1 A Henderson.

2 Q And you're not sure about Cheyenne?

3 A I don't know Cheyenne.

4 Q Just to be clear, there is no Las Vegas area, correct, in
5 the organization currently?

6 A Las Vegas all was -- the Las Vegas area was assimilated
7 into the new area.

8 Q And you testified as to the scope of that area.

9 A Yes.

10 Q You gave testimony with respect to board authorization for
11 certain municipal contracts.

12 A Yes.

13 Q What board is that?

14 A That would be the board of directors Republic Services.

15 Q Okay.

16 A Again, based on levels of authorization, size of contracts
17 and all that. These were pretty large, but they were signed
18 some time ago, too.

19 Q Okay. And could you describe further the impact that the
20 general managers have on managing the labor costs of their
21 particular business units?

22 A Yeah, I can. We talked about rate, and rate is just sort
23 of half of the equation. The other side of that is managing
24 hours, the number of people, shifts, schedules that all that
25 goes into, multiplied by the rate to arrive at total labor

1 costs. In this situation, the labor costs are pre-negotiated.
2 The number of hours that we use, the way we do our routing, the
3 number of schedules and all that are all within the general
4 manager's authority to manage and his accountability to manage
5 in line with the budget that he presented. Has to do with
6 productivity and efficient use of equipment and all that.

7 Q You described some policies as being local or Southern
8 Nevada. Do you recall that?

9 A I do.

10 Q In addition to the three business units that have been
11 referred to, what other facilities or locations would those
12 cover?

13 A Again, in general terms?

14 Q Yeah.

15 A Laughlin facility, the administrative office on Sahara
16 and recycle.

17 Q Recycle, okay.

18 HEARING OFFICER SMITH: I'm sorry, when you say this, what
19 other units or what other areas are covered by these business
20 units, you're talking about the three units that are identified
21 as far as Cheyenne, Apex and Henderson?

22 MR. DITELBERG: Yes.

23 HEARING OFFICER SMITH: That those business units also
24 include Laughlin, the Sahara office and recycling?

25 MR. DITELBERG: No, no, no, we should probably be clear

1 about that.

2 Q BY MR. DITELBERG: Is Sahara part of the business units
3 that -- either the Apex, Henderson or Cheyenne business unit?

4 A At this point I'm not sure how the -- where Sahara falls
5 in, because it's no longer an area office. I'm not sure what
6 they did with that location. Recycle is its own business unit
7 with its own general manager.

8 Q Okay.

9 A And its own entity.

10 Q Is there another colloquial name that recycle is referred
11 to, like a location name?

12 A I don't know what they're using today. We just always
13 called it recycle center.

14 Q But recycle is its own business?

15 A Yes.

16 Q There was some testimony regarding input, you know, to
17 general managers or counseling to general managers or
18 information to general managers. With respect to disciplinary
19 matters, including discharges, do the general managers have the
20 right to reject that input?

21 A They do.

22 Q Have they done so?

23 A I can't recall specific instances. I would say yes. If
24 you ask me a specific, I can't remember that. They have
25 latitude to do that, yes.

1 Q We can ask the general managers?

2 A Yes.

3 MR. DITELBERG: Okay. I don't have any further questions.

4 HEARING OFFICER SMITH: Anything on recross?

5 MR. MYERS: Yeah. Let me just see if this question makes
6 better sense than when I first asked it.

7 **RECROSS-EXAMINATION**

8 Q BY MR. MYERS: We began to refer to the employees who are
9 the subject of the petition as gatekeepers, as spotters, we
10 said was kind of rolled up with gatekeepers, and as paper
11 pickers. Are there any gatekeepers, spotters or paper pickers
12 at the admin office on Sahara?

13 A No, it's not an operational location.

14 Q Are there any gatekeepers, spotters, paper pickers at the
15 recycling center?

16 A I don't know what they have over there today.

17 Q Okay. Again, that's --

18 A It's an all-new facility since I was there, so I don't
19 know how they're restructured.

20 HEARING OFFICER SMITH: To be clear, the union is not
21 trying to seek representation of the recycling center.

22 MR. MYERS: Absolutely not.

23 Q BY MR. MYERS: Laughlin, are you aware whether there are
24 any employees in this category over there?

25 A Other than what we talked about today, where there's an

1 administrative, as I understand it, employee who does run the
2 scales for five or six loads a day, if that falls -- it doesn't
3 sound to me like it falls in a classification, but it's not my
4 -- obviously not my decision.

5 Q Who would be the most knowledgeable person about that
6 individual's work duties?

7 A I would think Calvin Frances.

8 Q Calvin Frances.

9 A Or Mark Clinker. I don't know.

10 Q Mr. Frances or Mr. Clinker?

11 A Yes.

12 MR. MYERS: Okay, thank you. No further questions.

13 HEARING OFFICER SMITH: Anything on re-redirect?

14 MR. DITELBERG: No.

15 HEARING OFFICER SMITH: The witness is excused. I would
16 ask that you don't discuss your testimony with other witnesses
17 until the conclusion of the hearing.

18 THE WITNESS: All right. Thank you.

19 HEARING OFFICER SMITH: If the employer wants to call the
20 next witness.

21 MR. DITELBERG: Sure, I want to call --

22 HEARING OFFICER SMITH: I'm going to have you remain
23 standing for a moment.

24 Whereupon,

25 **JAMES CARL RANKIN**

1 having been duly sworn, was called as a witness herein and was
2 examined and testified as follows:

3 HEARING OFFICER SMITH: Please have a seat, and if you can
4 state your name and spell it for the record, please.

5 THE WITNESS: My official name is James Carl Rankin, R-A-
6 N-K-I-N. I go by Jim.

7 **DIRECT EXAMINATION**

8 Q BY MR. DITELBERG: And what is your current position?

9 A General manager at the Cheyenne transfer station, business
10 unit 445.

11 Q Could you describe generally your job duties as general
12 manager?

13 A To manage the operations for the nearly 800 employees at
14 that location, including the transfer station operation. The
15 largest single operation of that kind in the country.

16 Q How long have you been in that position?

17 A Eight-plus years this time.

18 Q Could you go through, you know, just briefly describe any
19 positions that you had prior to that with the company or any
20 predecessor to the company?

21 A Sure. I'll go backwards from today.

22 Q Sure.

23 A In November of 2008, I returned to be the general manager
24 at the Cheyenne transfer station. From April of 2001 until
25 that time in 2008, I was the region operations manager for the

1 whole West Coast for Republic Services.

2 Q Uh-huh.

3 A Prior to that I was the general manager at Cheyenne, and
4 before that the general manager at Sloan. Before that I was
5 the general manager of the Apex landfill, and prior to that I
6 was the general manager to the Sunrise landfill. Prior to that
7 I was a heavy equipment mechanic in the union, and prior to
8 that I was a truck mechanic in the union in 1987, working in
9 the Silver State disposal truck driver, that I now oversee.

10 Q So you did work for Silver State?

11 A I did.

12 Q Do you have any familiarity with the history of the Silver
13 State collective bargaining agreement?

14 A I do.

15 Q How did it come about, in terms of its scope?

16 A When I started nearly 30 years ago, there was a contract
17 with the Teamsters. My first job was being part of the
18 Teamsters, as I was hired as a mechanic. And a year and a half
19 later I became a supervisor in management level, and at that
20 time I was made aware of a lot of the prior opportunities with
21 the company and the organization, because I was in management.

22 I was informed of the original contract back in the early
23 '70s. It was at what we call "the hill," which was the Sunrise
24 landfill. And up on the hill they had the disposal and the
25 hauling operation was there. And then in September of 1982,

1 they opened the Cheyenne transfer station and took many of the
2 people from the hill, Sunrise, down there. So they expanded
3 the same coverage to those employees that direction. Then in
4 1993, I closed Sunrise and opened Apex and moved those
5 employees from Sunrise to Apex. Also kept them inside the same
6 agreement that was established back in the '70s.

7 And then in 1997, Republic Services purchased the assets
8 by a stock purchase of the Silver State disposal companies, and
9 that's how they became Republic Silver State and Republic
10 Dumpco. And I had worked for Republic Dumpco, and then worked
11 for Republic Silver State. In the year 2000 July, we opened
12 both Sloan and Henderson and took about 40 percent of the
13 workforce from the Cheyenne facility and moved those also; 20
14 percent to Sloan and 20 percent to Henderson.

15 And then in August of 2011, we closed the Sloan facility
16 due to cost inhibits because of the downturn of the market, and
17 we reallocated about 75 percent of those people back to
18 Cheyenne and about 25 percent back to Henderson.

19 Q Now, turning to your responsibilities --

20 HEARING OFFICER SMITH: If I can get you -- that you last
21 bit that you repeated as -- that you said about reallocating
22 persons, can you go ahead and repeat that for me, please?

23 THE WITNESS: When we shut the Sloan operation, it was
24 geographically cut out in our marketplace and we had to re-
25 divide that work and those employees back to either Henderson

1 or Cheyenne. And the division was such that about 75 percent
2 of its work came back to Cheyenne and 25 percent went to
3 Henderson, and the line was changed in the geographic
4 boundaries. And thus, I ended up with 75 percent of the
5 employees, the trucks and the revenue from that market; and
6 then the Henderson facility ran by Calvin had about 25 percent
7 of that market.

8 HEARING OFFICER SMITH: Thank you.

9 THE WITNESS: Sure.

10 Q BY MR. DITELBERG: Can you describe your responsibilities
11 in more detail as a business and general manager?

12 A Probably the biggest requirement is to produce the
13 operating income to the corporation, as agreed with my budget
14 targets, in that I oversee many supervisors and operations
15 managers. I have the safety manager, I have a sales manager, I
16 have an HR manager, controller, and that team helps me manage
17 my business both in securing more business, whether it's
18 through contracts, whether it's through bids, whether it's
19 through actual customer contact. Also, I'm the final person
20 that says whether they're going to hire an employee, and I have
21 the onerous duty of contacting any employee that is terminated.
22 It must come from the general manager. So any employees that
23 gets terminated out of my business unit, I make that phone call
24 personally because that's my responsibility to do that, to have
25 that termination authority.

1 Also I have requirements to make sure we are meeting our
2 standards within the corporate guidelines, meeting the
3 commitments we've made in our franchise agreements, meeting
4 standards and qualifications for participating in work that's
5 within the marketplace. We set local policy. We set process
6 policies as to what we do in our facility. There are different
7 processes for my facility, different than Henderson or Apex.
8 Most of them are taught because the facilities definitely
9 operate differently.

10 My facility is a 24/7 operation, where Henderson is not.
11 So there are different requirements for me to maintain that
12 facility. I have oversight of more than just my operation in
13 the marketplace, wherein my container shop manages the whole
14 marketplace and my industrial line of business covers the whole
15 marketplace as well. So I have roll-off business in Henderson
16 and the Apex area. And then any container activity that is in
17 that marketplace is construed from employees that work at
18 Cheyenne.

19 Q What authority do you have to hire employees?

20 A I am the ultimate hirer. I am the one that gives the
21 final decision to hire an employee.

22 Q And with respect to input from any other source, whether
23 it's a corporate source or otherwise, do you have the right to
24 reject such input?

25 A Yes. We don't give any input. We have a corporate

1 process for job applicants. It is tied to a national network.
2 So the applicants are referred to us from the corporate
3 process, but all of the applications, the interview process and
4 everything are done by my staff. And then I am the ultimate
5 decision of whether we are going to hire somebody. We do not
6 consult above my level for any hiring.

7 Q Okay. How about discipline or discharge, what is your
8 authority in that respect?

9 A I have the ultimate decision as, similar to hiring, to
10 terminate an employee's work relationship with the company,
11 both union and nonunion.

12 Q What about with respect to any input in those decisions?

13 A With every described opportunity we want to stay as
14 consistent with the corporate guidance, so we would ask
15 opinions, but there have been many times that we do not follow
16 those opinions, because it's still ultimately our decision to
17 hire and fire. So even though we may consult, there is no
18 obligation for us to follow that decision.

19 Q Have, in fact, you rejected input from corporate with
20 respect to individual decisions?

21 A Many times.

22 Q Including any input that you might have received from Mr.
23 Burkel?

24 A Yes.

25 Q Okay. Now, how about authority to promote or transfer

1 employees?

2 A The promotion of a nonunion employee is specifically up to
3 my staff's recommendation to me, and then I make that
4 determination if we're going to change somebody's title or
5 position in the nonunion world. As far as union bargaining
6 employees, that is done through a bid process. That is done in
7 conjunction with the terms in the contract.

8 Q Okay. And with respect to nonunion employees, do you get
9 any input from corporate or any other source on promotions?

10 A There is general guidance about an employee's history as
11 far as discipline or attendance processes that we would use,
12 but they don't tell us what we can or can't do. So for
13 instance if somebody was a person that had a lot of corrective
14 actions in their file and I promoted them, then I risk the
15 problem of them later having a bigger issue. And then they
16 would look on me as if I didn't know what I was doing and would
17 doubt my judgment. So we take those into consideration, but
18 there is no guidance that says "this person has to work for so
19 long before they can get this position" or anything in that
20 manner.

21 Q How about day-to-day supervision of employees at your
22 site?

23 A They are all controlled by me through my supervisors and
24 ops managers.

25 Q You know, do you or anyone working below you at the site

1 have any right or authority to hire employees at Henderson or
2 Apex?

3 A No.

4 Q How about to fire them?

5 A No.

6 Q How about to discipline them?

7 A No.

8 Q How about to promote or transfer them?

9 A If one of my employees was interested in a job, nonunion,
10 at another location, it would be up to the general manager
11 there to call and ask me for the history of that employee
12 before they were consider that employee. So I would give them
13 my opinion on that employee, but they are free to bid on any
14 open position across the whole country. It would be no
15 different if somebody was asking to move to Oregon or to Texas.
16 That general manager would then ask me if that person was a
17 quality employee to go there. But my opinion is only to be
18 weighed by as much as they want to give that opinion.

19 Q Okay. So, you know, transfers or relocations, are they
20 done on a national basis; is what you're saying?

21 A Relocation is a much higher level than the people we're
22 talking about here.

23 Q Okay.

24 A So if somebody were to relocated within this -- even most
25 of my business unit people, if they were to relocate, there

1 would be very seldom an opportunity for there to be a
2 relocation package. So the relocation would never come in to
3 play. There are different wage opportunities in different
4 markets, depending on how much the cost of living may be in
5 different areas. So somebody from here may move to Salt Lake
6 and take a job that would actually have a different pay rate in
7 a pay band, we call it. So they would have a different
8 opportunity and make their decision themselves on whether they
9 wanted to take a change or not. There would be a formal job
10 offer from a different location to give to them, and then they
11 were would decide if that job offer was compensable to what
12 they wanted to move to that location.

13 Q Are job opportunities for employees open to them
14 throughout the country?

15 A Yes.

16 Q Do you or any supervisors under your authority have any
17 authority to supervise any employees at Henderson or Apex?

18 A No.

19 Q Have you ever done so?

20 A No.

21 Q With respect to, you know, sort of what we're calling
22 weight and scale employees or the outside employees, do any of
23 them have any day-to-day contact with their counterparts in
24 other facilities?

25 A Not business related. I mean, they may know each other

1 because they've been with the company for a length of time, but
2 no business connection that they would have any interaction
3 with them.

4 Q Are they every transferred to another facility on a daily
5 basis or weekly basis?

6 A No.

7 Q Are you aware of any transfers for employees in those
8 classifications to other facilities?

9 A Yes.

10 Q Can you describe those situations?

11 A There was an opening at Apex and one of my employees that
12 was nonunion chose to apply for that position. Mr. Clinker
13 called and asked me my opinion about that employee. I gave
14 them a favorable opinion. That employee got a job offer from
15 Mark. Employee transferred and went to Mark's role and is
16 managed by Mark now.

17 Q Okay. And what classification was that employee in at
18 your facility?

19 A There had been a couple. One of them, I believe, is a
20 gate employee. And I believe there are also a couple people in
21 the office that have worked for me prior to now.

22 Q Do you happen to know what classifications they filled at
23 Apex?

24 A One was a like position. I believe the person that was
25 one of my shed people went to be one of their scale house

1 operators. I had one that was a temporary worker for me in
2 dispatch and went out there to be a scale operator. And I had
3 another person that was what I called a debriefer that is now
4 working in Mark's office, I think doing some account
5 reconciliations and a dossier-type clerk.

6 Q Do you recall when those occurred?

7 A Ryanette (phonetic) was year and a half, Misty was
8 probably six months ago, and Jamie was six, seven years ago.

9 HEARING OFFICER SMITH: These were all from Cheyenne to
10 Apex?

11 THE WITNESS: I believe so.

12 Q BY MR. DITELBERG: Am I correct in saying that they
13 applied to a posting?

14 A Yes.

15 Q At Apex?

16 A Yes.

17 Q Do Henderson, Apex and Cheyenne have common seniority
18 rosters?

19 A For these people?

20 Q No, no, for the facility generally.

21 A My facility has its own seniority roster for nonunion
22 employees.

23 Q Okay. How about scheduling? Are any employees from
24 Henderson or Apex on your schedule?

25 A No.

1 Q Do you schedule any employees from Henderson or Apex?

2 A No.

3 Q I think you were describing facility hours. Can you
4 describe any, you know, differences that you are aware of in
5 the facility hours between your facility and Henderson or Apex?

6 A I believe my facility for the gate employees, as they
7 refer to them, gate attendants or scale, I don't know what they
8 called them several times now, but the shed employees, my hours
9 are both different than both Henderson and Apex. So our
10 schedule would be different. I believe I'm open longer than
11 Henderson to the public. And I think I may be open close to
12 the same time as Apex for the public, but I'm not sure exactly.

13 Q What's your best sense of the hours of your facility and
14 their facility?

15 A The public where these spotters and shed employees are,
16 we're open from 6:00 a.m. to 6:00 p.m., and varying hours on
17 holiday weeks and things like that.

18 HEARING OFFICER SMITH: I was going to say there has been
19 a lot of terms thrown out here.

20 MR. DITELBERG: Yeah, I was just going to see if we could
21 clarify some of this.

22 Q BY MR. DITELBERG: I'm just looking at the petition. So
23 the union has petitioned for positions that they call scale
24 attendants, weigh masters and paper pickers. First of all, let
25 me ask this: Do you have any paper pickers at your facility?

1 A No.

2 Q Or anybody, even if they're not called that, that engages
3 in that function?

4 A No.

5 Q How about scale attendants, who do you have at your
6 facility that may perform those functions and what do you
7 actually call them?

8 A I have internal inside office that are dispatchers that
9 operate my scale. Our public does not have scales.

10 Q So you do not have what's been referred to as any outside
11 employees performing scale work?

12 A Not performing scale work, no.

13 Q Okay. How about weigh masters; do you have any outside
14 weigh masters?

15 A No. To the theory that a weigh master is actually
16 weighing a truck?

17 Q Yes.

18 A In some company documents a weigh master's name may be
19 included on a document from a measured load.

20 Q Okay.

21 A And I think that's what we would call a shed employee.

22 Q Okay. Do you have any shed employees?

23 A I do.

24 Q Okay. What are they called?

25 A We call them shed employees.

1 Q She employees, okay. They're not called scale attendants
2 or weigh masters or scale operators?

3 A No, nor paper pickers.

4 Q How about your inside employees; I think you said they
5 were dispatchers?

6 A Yes.

7 Q Okay.

8 A And they only weigh internal vehicles, our own company
9 trucks.

10 Q Company vehicles, okay. Based on, you know, can you
11 describe the job duties or responsibilities of your shed
12 employees in relation to the shed employees at Henderson and
13 Apex?

14 A I can describe what my people do.

15 Q All right.

16 A Because Henderson operates differently than Cheyenne, and
17 Apex surely operates differently. My shed employees, I think
18 right now there are nine of them. We have one opening, so
19 there might be physically eight right now with the ninth to be
20 hired. They accept public and some commercial payloads. They
21 are entitled to measure the load, check the load for items that
22 we do not accept, and then also advise customers if there are
23 items that we would like to have them voluntarily put in a
24 recycle container at the facility.

25 And they also interchange with what we call the spotters

1 up in the public pit. And they do rotate. So you wouldn't be
2 just a shed employee and just taking activity at the shed.
3 They rotate with the people -- what we call spotters, which are
4 directing traffic and also checking the ticket to make sure the
5 load was paid or charged correctly. Free, if it may be. And
6 then make sure that the size and quantity of what's on that
7 ticket looks appropriate for what's in the vehicle that they're
8 bringing in. So that's like a double check. This person
9 charges them. Another person up there looks at the ticket and
10 makes sure it was adequately measured and they don't remeasure.

11 We do an audit process where we do remeasure once a month.
12 And they are also directing the activity inside the facility.
13 And our facility is designed much different than the Henderson
14 location, and nothing even close to what's at the landfill. So
15 their roles and their direction, their procedures for they do
16 are much different in that our dumping floor, where the public
17 dumps, we actually close it while we clean the floor. So our
18 people know the process when the operators need to push the
19 public out. We actually stop, get everybody out of there, and
20 then they go clean it. That's much different than what
21 Henderson does. So we have some work rules that are different
22 on how we operate our facility different than Henderson, and
23 definitely much different than Apex.

24 HEARING OFFICER SMITH: Who does this cleaning?

25 THE WITNESS: Union operators running heavy equipment,

1 they would push it with big loaders and push it into the pit
2 where the dozers would then load it into trucks. Because
3 that's heavy equipment operators and that's part of the
4 contract.

5 HEARING OFFICER SMITH: Thank you.

6 THE WITNESS: For safety reasons, they ask them not to
7 have any public in there so there's no interaction, so there's
8 no possible injuries with vehicles getting hit.

9 HEARING OFFICER SMITH: How many spotters are there?

10 THE WITNESS: Well, there's nine total, and the spotters
11 -- there could be one or two during a given time, depending on
12 how busy it is. We start the morning with just one, because
13 there's not a lot of activity so he can take the ticket and
14 walk over and place them. During busier I times there may be a
15 second person up there. And the same thing with the shed
16 people. Sometimes there's one, sometimes there's two. And the
17 schedule is dependent on our workflow and we determine that by
18 historical information. Weekends, we get a lot more public
19 customers. So most times on weekends we'll have four total
20 working, two shed lines open and two spotters, which they
21 rotate during the day as well.

22 HEARING OFFICER SMITH: So when you said nine, you don't
23 mean nine spotters. Nine people that are shed employees,
24 including some of them --

25 THE WITNESS: Uh-huh, the spotters.

1 HEARING OFFICER SMITH: Including spotters.

2 THE WITNESS: And that's the list of what they asked to
3 represent.

4 HEARING OFFICER SMITH: Thank you.

5 THE WITNESS: Sure.

6 Q BY MR. DITELBERG: I want to sure you a document that I
7 marked for identification as Employer 8. I'm asking if you can
8 identify this document.

9 A I can.

10 Q What is it?

11 A It's a document that we use to protect the EPA law about
12 CFCs, fluorocarbon releases of what we call refrigerant in air-
13 conditioners, anything that may have compressed gas in it, like
14 Freon.

15 Q Okay. Do you know who created that document?

16 A I believe my manager, Armando Teijeiro did.

17 Q Is that under your direction?

18 A Yes.

19 Q Do you know approximately when it was created?

20 A This was revised, I believe, about six years ago. There
21 had been one in place for years before that, but we did change
22 some policies and procedures and changed some of the
23 regulations to it.

24 Q Is it still the current policy?

25 A This is, yes.

1 Q Is this applicable only to Cheyenne?

2 A This is only applicable to Cheyenne, yes.

3 Q Okay. Does it -- are any of the employees who the union
4 is seeking to petition to represent subject to these rules and
5 protocols?

6 A Yes, all nine of them.

7 Q If those employees don't follow those rules and protocols,
8 could they be disciplined?

9 A Yes, and they have.

10 MR. DITELBERG: Okay. I move admission of Employer 8.

11 HEARING OFFICER SMITH: Any objection?

12 MR. MYERS: May I just voir dire one moment?

13 HEARING OFFICER SMITH: Yes.

14 **VOIR DIRE EXAMINATION**

15 Q BY MR. MYERS: This document doesn't seem to have a date
16 on it. Do you know when it was created?

17 A I believe it was revised in 2010 when we redid our
18 operating permit with Southern Nevada Health District. That's
19 why I'm pretty familiar with it being revised at that point.
20 This is part of our Southern Nevada Health District operating
21 program, and we've got a huge permit plan, and this is part of
22 the federal laws for CFCs. So it had to be updated and there
23 was some changes made to it at that point. That's why I'm
24 really familiar with it being changed about six years ago.

25 For note, we just went to a new permit revision and it was

1 not changed.

2 MR. MYERS: Okay, thanks.

3 THE WITNESS: Sure.

4 HEARING OFFICER SMITH: Did you say who it was that
5 created this document?

6 THE WITNESS: Armando Teijeiro is my post collections
7 operations manager, and he oversees these people as well as the
8 operators that are in the pit, and his task -- he also has a
9 supervisor named Lisa Lattimore, who also supervises the same
10 employees.

11 HEARING OFFICER SMITH: Did she help create it also?

12 THE WITNESS: No, she was not in that role at that time.

13 HEARING OFFICER SMITH: So you said it was created by
14 Armando? What was his last name?

15 THE WITNESS: Teijeiro, T-E-I-J-E-I-R-O. And I'm not
16 going to downplay it. It was done in conjunction with a
17 consultant that writes documents for us, and I believe at that
18 time it was CH2M Hill, possibly. Converse Environmental, I
19 think, was the last person that we used. So there're certain
20 forms that have to be in certain document structure, so he
21 would use some assistance and form layout from them, but put
22 our procedures into that form document.

23 HEARING OFFICER SMITH: This consultant that you used, is
24 that provided by corporate?

25 THE WITNESS: No, we engage them ourselves. Each of us, I

1 think, have our own contracts with different consultants.

2 HEARING OFFICER SMITH: If I understand right, no
3 objections to its admission for Employer's 8?

4 MR. MYERS: No objection.

5 HEARING OFFICER SMITH: Employer's 8 is received.

6 **(Employer Exhibit Number 8 Received into Evidence)**

7 **DIRECT EXAMINATION (CONTINUED)**

8 Q BY MR. DITELBERG: I just want to go into further detail
9 in terms of the differences between your facility, your
10 business unit, and Henderson and Apex in terms of what you do
11 operationally, differences in physical plant, differences in
12 focuses or geography and so forth.

13 A Our entrance is much larger. We've got more volume
14 because we cover a larger part of the city. And our -- what we
15 call our queue-in line as to where they would go to into the
16 facility to dump as a public or a paying customer, is much
17 different in arrangement than Henderson. There's more traffic
18 signs, there's more direction to get to where we're at. Our
19 dumping area could handle probably 40 or 50 vehicles at a time,
20 much larger than Henderson. So the tasks and the opportunity
21 to manage that big of a volume is definitely different than
22 what happens at Henderson.

23 We've got a separate entrance and exit. And the
24 offloading is done differently in that, you know, we back into
25 certain areas, other places we have where they can raise a dump

1 body. So we have them separated. I don't know if Henderson
2 has anybody that comes in with a physical dump body. But we
3 take and dump, take trucks that raise their bodies and dump
4 into the pit on a public level. So there is a lot more
5 knowledge needed to run the Cheyenne dumping than there may be
6 at Henderson. And Calvin could have a better opinion of what
7 his people do and don't do in that manner.

8 Q Okay. With respect to the -- actually, strike that. With
9 respect to -- there's been some testimony about municipal
10 contracts.

11 A Uh-huh.

12 Q Do you have any particular focus on some of these
13 contracts, as opposed to some of the other facilities?

14 A Yes. I work directly with the City manager from North Las
15 Vegas. The City manager and their staff from the City of
16 Henderson. And then I think Calvin and I both work with the
17 County managers. So if there's issues from either of those
18 contracts, they reach out to us and we manage those issues.

19 The City of North Las Vegas and the City of Las Vegas, I
20 am the one that works with the code enforcement officers from
21 those agencies, and I would work through them in changing any
22 of the policies or processes that are within the franchise
23 agreement and amendments therein. Right now we are right in
24 the middle of the negotiation with the City contract, and I was
25 very involved in some of the terminology and some of the

1 language that's in there, as far as how we operate and manage
2 within the City franchise.

3 Q Are there certain contracts that you work on that either,
4 you know, Calvin at Henderson or Mark at Apex do not work on?

5 A Well, those two for sure.

6 Q Okay.

7 A And then we have -- I have the Nellis Air Force Base
8 contract that is exclusive to Cheyenne. I have a sales manager
9 and a sales staff. So I have that capacity. So I'm approving
10 the open market bidding for all of the industrial work across
11 the whole marketplace that Calvin nor Apex have. So there's
12 autonomy for a lot of the contracts and the work in the book of
13 business that I manage that have nothing to do with Calvin or
14 Mark.

15 Q Do you have any involvement in setting, increasing or
16 decreasing wages for Henderson or Apex employees?

17 A No.

18 Q How about with respect to employee benefits; do you have
19 any authority in that regard?

20 A For Apex?

21 Q For Apex or Henderson?

22 A No.

23 Q Can you explain the responsibility and authority you have
24 with respect to labor cost considerations at your facility?

25 A The opportunity for us to meet our budget guidance is

1 predicated on us coming up with what we believe is the proper
2 headcount to manage our business. And we have the opportunity
3 to either meet, accelerate or slow down, hire or fire, as the
4 processes are moving. We also are responsible to discuss any
5 differences to our headcount. We have exceeded our headcount
6 from time to time, and we've been short on headcount from time
7 to time, and that's upon my opportunity to explain, manage and
8 adjust as needed.

9 Then the pay rates, each division, each business unit sets
10 their own offer letters. My HR manager prepares my offer
11 letters to an employee that's going to get hired. I approve
12 the rate that we're going to give them. And then annually we
13 do a performance review by our supervisor and manager that is
14 then approved by me on their performance from the prior year
15 looking at all their opportunities. And then I solely have the
16 opportunity to distribute a block of money that I put into my
17 budget for allocation for pay increases, and I'm given the
18 authority to give different amounts of raises to different
19 people, depending on how we at our division have rated their
20 performance.

21 Q Does your facility do any industrial waster or roll-off
22 work that the other facilities do not?

23 A I do all of the industrial market in Southern Nevada. So
24 I have the roll-off drivers in Laughlin work for me, all the
25 roll-off dispatch is done at my location, all the trucks report

1 to my location. Mark does have one roll-off truck and he does
2 some minor C&D work out of the Apex hauling business, hauling
3 division under his business unit.

4 HEARING OFFICER SMITH: When you say a "roll-off truck,"
5 what is that?

6 THE WITNESS: It's a truck that picks up those great big
7 bins, the 20, 30, 40-yard bins that are used at construction
8 sites. For us, we have hundreds of them at the casinos that
9 have compaction units. They're called the casino waste. It's
10 a big truck that has rails on it and a cable that pulls them up
11 on the truck, and then tips and dumps them in our transfer
12 station or at our landfill. It's a big truck.

13 The difference between that and the other trucks, we have
14 commercial trucks that are frontload trucks that have forks on
15 the front, pick up the small bins, the 2, 3, 4-yard, and they
16 dump them up on the top. And we have residential trucks that
17 can be picked up two ways, either manual collection, where
18 somebody manually puts it into the truck or over the side to
19 the truck, or the augmented truck that reaches out with an arm
20 and dumps the cart into the container, into the top of the
21 truck. And that's the residential service. All of which of
22 union jobs, by the way, drivers are.

23 HEARING OFFICER SMITH: So roll-off trucks, residential
24 service, and then you mentioned there's another commercial?

25 THE WITNESS: Commercial picks up the frontload bins. And

1 then I also have a division called medical waste that also
2 oversees the whole marketplace, and that is also a union
3 position where we pick up the medical waste from all the
4 hospitals and the doctors' offices and vet clinics and stuff
5 like that, and transfer it back to the transfer station for
6 treatment. And then my roll-off drivers would take that
7 treated material up to Apex for disposal. It would not go to
8 the transfer station.

9 MR. DITELBERG: With respect to hours and shifts of, you
10 know, the outside scale employees, I'm wondering whether that's
11 just better covered by our position statement. You know, I
12 think we listed it by employee. Unless you want to go into
13 specifics or --

14 HEARING OFFICER SMITH: I'm really hesitant to use the
15 position statement.

16 MR. DITELBERG: Okay.

17 HEARING OFFICER SMITH: You know, as a substitute for
18 testimony or other documentary evidence. We definitely want to
19 get wages and get to that point as far as what the ranges are,
20 things like that.

21 MR. DITELBERG: Sure.

22 HEARING OFFICER SMITH: And I don't know -- I guess I can
23 solicit your position on this, whether you are agreeable to the
24 position statement, you know, as establishing what the wage
25 rates are.

1 MR. MYERS: I don't believe we're going to have
2 information that contradicts whatever they put forth. You
3 know, maybe if they want to create a document that contains
4 that chart, for example, as a separate form, I will not object
5 to it because, as I said, I don't have any contradicting
6 information.

7 HEARING OFFICER SMITH: Okay.

8 MR. DITELBERG: If it would be helpful, we have a document
9 -- it's a one-page document. We could have some copies made,
10 which I understand -- oh, we do have copies. Never mind. That
11 includes for -- so this is for the -- a document that lists the
12 employees in the classifications that the union was seeking to
13 include at Cheyenne that has their schedule in terms of days of
14 work and hours of work, their job title, and their current rate
15 of pay. Would that be of assistance?

16 HEARING OFFICER SMITH: I believe so.

17 MR. DITELBERG: Okay.

18 MR. MYERS: Maybe I'm missing it, but I don't even see
19 where the position statement has the wage rates, so that would
20 be helpful.

21 MR. DITELBERG: No, that's not in the position statement.
22 This is actually another document.

23 MR. MYERS: Oh, it's not. No, I know, but pursuant to our
24 conversation just a moment ago --

25 HEARING OFFICER SMITH: I believe there was an attachment

1 to the position statement.

2 MR. MYERS: Okay.

3 HEARING OFFICER SMITH: I'm just keeping my eye on time.
4 We're getting close.

5 MR. DITELBERG: Recess at 15 of or quarter of.

6 HEARING OFFICER SMITH: And now that I'm looking at the
7 attachment, it does not -- I don't see anything that has wages
8 on it.

9 MR. DITELBERG: No, the attachments to the position
10 statement do not. They do have the hours and days of work.
11 Q BY MR. DITELBERG: Let me show you a document that I've
12 marked for identification as Employer 9. And I'd just like you
13 to take a look at it and ask if, to the best of your knowledge,
14 it accurately reflects the usual days of work, hours of work,
15 and rate of pay, among other information, for the individuals
16 who are in the job classification that the union is seeking to
17 represent with its petition at the Cheyenne business unit.

18 A It appears to be correct, yes. I would note that the
19 merit increase, the annual merit increases have already been
20 processed, so these numbers will change next week by the
21 process we just -- I indicated earlier about the performance
22 review. And then the bulk of money that I was given to
23 allocate; that was done about three weeks ago before we were
24 given this petition to organize. So that's a normal process
25 that was already submitted more than three weeks ago.

1 MR. DITELBERG: So I move admission of Employer 9.

2 MR. MYERS: No objection.

3 HEARING OFFICER SMITH: I do have some questions on
4 Employer 9. Is this a list of the nine people that you said
5 were the shed employees?

6 THE WITNESS: Uh-huh.

7 HEARING OFFICER SMITH: So the shed employees --

8 THE REPORTER: I'm sorry, that's a yes?

9 THE WITNESS: Yes, I apologize.

10 HEARING OFFICER SMITH: And the shed employees also
11 included, I believe you said, spotters?

12 THE WITNESS: Yes.

13 HEARING OFFICER SMITH: Do these people alternate between
14 doing their gate attendant role, scale operation roles and
15 doing spotting roles?

16 THE WITNESS: Let me explain the job title. That is a
17 corporate HR AS title, which gives us very few parameters as to
18 a better description. We have another process, what we call
19 local title, but that's something that we can't generate on a
20 corporate spreadsheet like this. So on the corporate title,
21 all of my people and Mark's people and Calvin's people, I
22 believe, would be in this exact same title classification. But
23 locally I would call mine shed employees, which is also
24 spotters and gate attendants.

25 HEARING OFFICER SMITH: So in looking at this list, are

1 there any particular employees that you identify that are just
2 spotter employees, or can it be any one of them?

3 THE WITNESS: All of them do that. I will say that the
4 most-junior employees cut their teeth as a spotter first and
5 then they are slowly trained on how to run the computer
6 programs, we call trucks, to be able to process tickets. So I
7 would say right now Roger Williams, the most-junior employee on
8 that list, probably has never been in the shed yet because he's
9 only been with us less than three months and there's some
10 criteria of making sure that he's qualified to be able to
11 measure loads and operate the pay system. But I think
12 everybody else on this list has rotated through those different
13 roles.

14 HEARING OFFICER SMITH: All these rates of rate pay, this
15 is based on the range from the area pay scale?

16 THE WITNESS: No. The opportunity for us to hire an
17 employee, the corporation has what they call salary bands.
18 They are market adjusted. So a salary band sometimes fits
19 exactly what we're hiring and sometimes doesn't. So when we're
20 given the amount of money to adjust somebody's pay, we are
21 given a band 25 percent below what they consider the mean
22 average to 125 percent above it. And in that range we are
23 given the opportunity to adjust by performance those amounts.
24 We can take somebody higher than that level, but sometimes
25 there's different considerations we give the employee rather

1 than a salary, hourly increase. Does that make sense?

2 HEARING OFFICER SMITH: So you've got some leeway from 25
3 percent above to -- was it 25 percent below?

4 THE WITNESS: Yeah, we've got about a 50 percent range
5 that lets us give an hourly increase. But if somebody were to
6 be above that salary band, I think it actually goes 140 percent
7 before we can't give them what we call a hourly raise. None of
8 these people fall into that category. Very few people in our
9 market get to that level. But everybody has to start at least
10 at the 75 percent of the mean rate, and that's how the 13.50
11 was determined. I've hired people higher than 13.50 at their
12 hiring-in time, depending on experience and qualifications.

13 Q BY MR. DITELBERG: Who decides for your business unit
14 where people are going to fit within this band?

15 A I do in the offer letter created by, at my direction, my
16 HR manager.

17 Q Again, just to be clear, in terms of deciding upon wage
18 increases for people at your facility, who decides that?

19 A I do.

20 HEARING OFFICER SMITH: I don't believe there was an
21 objection to the receipt of Employer's 9, so it's received into
22 evidence.

23 **(Employer Exhibit Number 9 Received into Evidence)**

24 Q BY MR. DITELBERG: With respect to the gate attendant
25 scale operator employees on Employer 9, where do they typically

1 take breaks?

2 A We have an employee break room that has vending machines.
3 It has a TV. It has benches and tables.

4 Q Who decides on employee breaks, when they are taken and
5 how many?

6 A They're scheduled by management.

7 Q Management where?

8 A Cheyenne. Armando would build that break schedule so they
9 know when they're going to have their breaks. Most times the
10 breaks happen when there's a shift change, so we can bring a
11 new person in. Let that person go take their lunch break, and
12 when they come back the next person, you know, it all rotates
13 through. It's all a scheduled process.

14 Q Is anybody from Henderson or Apex on the Cheyenne break
15 schedule?

16 A No.

17 Q How about meal times; how are those determined?

18 A The same way, by schedule at our division.

19 Q If you know, where do the employees usually take their
20 meals?

21 A In our employee break room that's in the facility.

22 Q Okay. Do you have any cafeteria facility or vending
23 machines or anything like that?

24 A It's in that employee break room, yes. Well, there are
25 several break rooms, but theirs would be in what we call

1 Building W3. That's closest to their workplace.

2 Q Are there mealtimes at your facility that's coordinated
3 with any mealtimes at Henderson or Apex?

4 A No.

5 Q Who decides whether overtime is required at your facility?

6 A That would be Armando Teijeiro. He would determine if
7 overtime was needed. I would approve a scheduled overtime,
8 which means if we needed more time worked than what these nine
9 people would normally get in the 40-hour work week, I would
10 have to approve scheduled overtime. If there's overtime
11 because of an absence or vacations, he's required to manage
12 that, not myself.

13 HEARING OFFICER SMITH: Did you provide Armando's title
14 before?

15 THE WITNESS: He's post collections operations manager. A
16 direct report to me.

17 Q BY MR. DITELBERG: Do you or any of these supervisors
18 under you have any authority or involvement in scheduling
19 overtime at Henderson or Apex?

20 A No.

21 Q How about vacations; how are those scheduled?

22 A That's done within our division. Armando would work out a
23 schedule plan at the beginning of each year. We ask our
24 employees by seniority to come in and use the allocation of
25 time-off benefits we've given them. To come in -- most people

1 take a week, generally, and then they'll fit in days without --
2 throughout the year. We have a master schedule that they can
3 see their other employees are off. We can only have maybe two
4 on certain days of the week and usually only one the rest of
5 the time.

6 Q Are any Henderson or Apex employees on that vacation
7 schedule?

8 A No.

9 Q Do you have any involvement in scheduling vacation for
10 Apex or Henderson employees?

11 A No.

12 Q How are time records kept at Cheyenne?

13 A The employee clocks in at my facility at one of our
14 multiple time clocks, and then they manage their time by
15 swiping in and swiping out both for breaks and for their end of
16 shift. Those records are then audited and approved by Armando
17 or his supervisor, and once those are approved on a weekly
18 basis I then approve the master payroll.

19 Q Do any Henderson or Apex employees clock in at your
20 facility?

21 A No.

22 Q Do you have any involvement in approving payroll for
23 Henderson or Apex employees?

24 A No.

25 Q With respect to the gate attendant and scale operator

1 employees at Cheyenne, do they have any physical contact during
2 the workday with any employees at Henderson or Apex?

3 A No.

4 Q Okay.

5 A Well, can I clarify that just a little bit?

6 Q Sure, go ahead.

7 A In our marketplace we have an opportunity for a customer
8 to present trash to my facility that may not be accepted for
9 free because of some different opportunities, and we have a
10 master program called "trucks," where we can record that
11 information. And from time to time a customer that gets
12 rejected at my facility may try to go to Apex or Henderson and
13 try to get that same load presented for free. They would look
14 up, because they have to enter it into the system and they will
15 see that it was rejected from my facility or they refused to
16 pay, and then they would -- possibly, they could call my
17 facility and say, "Hey, this guy is here now. Was he just at
18 your place a couple hours ago? Does the load look the same?"
19 Something like that.

20 That could be the only time that I think there would be
21 any conversation between the two or three locations. Just
22 verifying a customer that shouldn't dump at my facility not
23 getting dumped for free at Henderson or vice versa.

24 Q Okay. Any other --

25 A Business opportunity. Got nothing to do with same job.

1 Q Any other contact in terms of their day-to-day work duties
2 and responsibilities?

3 A No.

4 HEARING OFFICER SMITH: At this point why don't we go
5 ahead and wrap up, and adjourn until tomorrow morning at 9:00
6 a.m.

7 MR. DITELBERG: Sure. At 9:00, okay.

8 MR. MYERS: Do you anticipate a lot more with this
9 witness?

10 MR. DITELBERG: Not a lot more. I don't think so.

11 MR. MYERS: Okay.

12 HEARING OFFICER SMITH: We'll go off the record.

13 **(Whereupon, the hearing in the above-entitled matter was**
14 **recessed at 4:47 p.m. until Wednesday, February 22, 2017 at**
15 **9:00 a.m.)**

16

17

18

19

20

21

22

23

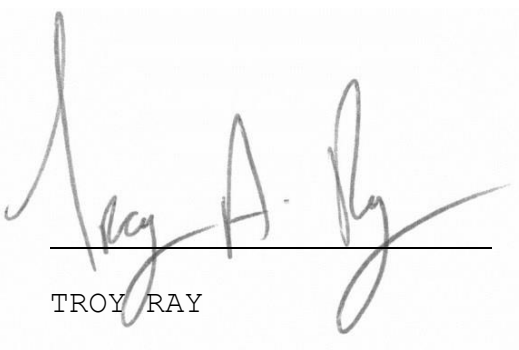
24

25

C E R T I F I C A T I O N

1
2 This is to certify that the attached proceedings before the
3 National Labor Relations Board (NLRB), Region 28, Case Number
4 28-RC-192859, Republic Silver State Disposal Services, Inc., A
5 Nevada Corporation, dba Republic Services of Southern Nevada
6 and Republic Dumpco Inc. aka Dumpco, A Nevada Corporation and
7 International Brotherhood of Teamsters, Chauffeurs,
8 Warehouseman, Local 631 at the National Labor Relations Board,
9 Region 28, 300 Las Vegas Boulevard South, Suite 2-901, Las
10 Vegas, Nevada 89101, on Tuesday, February 21, 2017, 10:22 a.m.
11 was held according to the record, and that this is the
12 original, complete, and true and accurate transcript that has
13 been compared to the reporting or recording, accomplished at
14 the hearing, that the exhibit files have been checked for
15 completeness and no exhibits received in evidence or in the
16 rejected exhibit files are missing.

17
18
19
20
21
22
23
24
25



TROY RAY

Official Reporter

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 28

In the Matter of:

Republic Silver State Disposal Case No. 28-RC-192859
Services, Inc., A Nevada
Corporation, dba Republic
Services of Southern Nevada and
Republic Dumpco Inc. aka
Dumpco, A Nevada Corporation,

Employer,

and

International Brotherhood of
Teamsters, Chauffeurs,
Warehouseman, Local 631,

Petitioner.

Place: Las Vegas, Nevada

Dates: February 22, 2017

Pages: 173 through 201

Volume: 2

OFFICIAL REPORTERS

AVTranz

E-Reporting and E-Transcription
7227 North 16th Street, Suite 207
Phoenix, AZ 85020
(602) 263-0885

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

In the Matter of:

REPUBLIC SILVER STATE DISPOSAL
SERVICES, INC., A NEVADA
CORPORATION, DBA REPUBLIC
SERVICES OF SOUTHERN NEVADA AND
REPUBLIC DUMPCO, INC. AKA
DUMPCO A NEVADA CORPORATION,

EMPLOYER,

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMAN, LOCAL 631,

PETITIONER.

Case No. 28-RC-192859

The above-entitled matter came on for hearing, pursuant to notice, before **LARRY A. SMITH**, Hearing Officer, the National Labor Relations Board, Region 28, 300 Las Vegas Boulevard South, Suite 2-901, Las Vegas, Nevada 89101, on **Wednesday, February 22, 2017, 10:09 a.m.**

1 A P P E A R A N C E S

2 **On behalf of the Employer:**

3 **JOSHUA L. DITELBERG, ESQ.**
SEYFARTH SHAW
4 131 South Dearborn Street, Suite 2400
Chicago, IL 60603
5 Tel. 303-460-5000

6 **KAITLYN WHITESIDE, ESQ.**
SEYFARTH SHAW
7 105 Peachtree Street N.E., Suite 2500
Atlanta, GA 30309
8 Tel. 404-885-1500

9 **On behalf of the Respondent:**

10 **ERIC B. MYERS, ESQ.**
MCCRACKEN, STEMERMAN & HOLSBERRY, LLP
11 595 Market Street, Suite 800
San Francisco, CA 94105
12 Tel. 415-597-7200
Fax. 415-597-7201
13
14
15
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

E X H I B I T S

EXHIBIT

IDENTIFIED

IN EVIDENCE

Board:

B-1 (a) through 1 (d)

176

176

Employer:

E-10

177

177

P R O C E E D I N G S

1

2 HEARING OFFICER SMITH: So the hearing is now open. This
3 will be for the purposes of establishing a subpoena record.
4 There is a petition to revoke that had been filed with the
5 Hearing Officer that will be made part of the record.

6 It should be noted too that since we're opening up a
7 separate subpoena record, some of the documents that need to be
8 introduced are going to be a separate copy of the formal
9 papers. Are there any objections to having a separate copy of
10 the formal papers introduced into the record for the subpoena
11 record?

12 MR. MYERS: No.

13 MR. DITELBERG: No.

14 HEARING OFFICER SMITH: Okay. So the formal papers are
15 received for the subpoena record.

16 **(Board Exhibit Number 1(a) through 1(d) Received into Evidence)**

17 HEARING OFFICER SMITH: And we need a copy of the
18 subpoena, which I see that the Employer's petition to revoke
19 actually has a copy of the subpoena attached. Would you like
20 to go ahead and offer your petition to revoke?

21 MR. DITELBERG: Yes, I would. The Employer so offers it.

22 HEARING OFFICER SMITH: And what is it designated?

23 MR. DITELBERG: As an exhibit? It would be E-10.

24 HEARING OFFICER SMITH: Any objection to receiving
25 Employer's ten, petition to revoke?

1 MR. MYERS: I have no objection. I may have a question --
2 a point of clarification. Counsel, you're seeking to revoke
3 both to subpoena deuces tecum and the subpoena ad
4 testificandum?

5 MR. DITELBERG: Yes, on the grounds as stated in the
6 petition, including the deficiency of the subpoena.

7 MR. MYERS: Okay. All right. Fine, I hadn't had a chance
8 to read the --

9 MR. DITELBERG: Right.

10 MR. MYERS: -- the papers yet. No objection.

11 HEARING OFFICER SMITH: Okay. Employer's 10 is received.

12 **(Employer Exhibit Number 10 Received into Evidence)**

13 HEARING OFFICER SMITH: Do you have in the petition to
14 revoke documents that show proof of service?

15 MR. DITELBERG: We do have a certificate of service.

16 MS. WHITESIDE: And it's in the --

17 MR. DITELBERG: And was it served on the parties?

18 MS. WHITESIDE: It's in the process of being emailed to
19 the parties.

20 MR. DITELBERG: Okay. And it's in the process of being
21 emailed to the parties, and the petition will also be
22 electronically filed.

23 HEARING OFFICER SMITH: And it looks like there is a
24 certificate of service attached to the --

25 MR. DITELBERG: Yes.

1 HEARING OFFICER SMITH: -- petition to revoke.

2 MR. MYERS: I have a copy of it here in my hands, Hearing
3 Officer, so I acknowledge that I've been served, that my
4 client's been served.

5 HEARING OFFICER SMITH: Thank you. Okay. So let's go
6 through these one by one and establish, first off, if the
7 subpoenas are even complied with to the point that the subpoena
8 request is moot or the petition to revoke is moot.

9 So the first issue is paragraph 1, which seeks documents
10 showing the organizational -- corporate organizational
11 structure for Republic Silver State Disposal, Inc., and DBA
12 Republic Services of Central Nevada. The Employer's claim is
13 it's overly broad, vague as it refers to the entire
14 organizational hierarchy of the company. That's confidential,
15 highly sensitive, and proprietary.

16 There have already been documents that have been produced
17 under subpoena item one; is that correct?

18 MR. DITELBERG: Yes.

19 HEARING OFFICER SMITH: And you also had represented that
20 the Employer does not maintain a separate document that has the
21 corporate organizational hierarchy; is that correct.

22 MR. DITELBERG: Yes. While preserving our objections we
23 did perform a diligent search and found no other responsive
24 documents.

25 HEARING OFFICER SMITH: With that -- with the production

1 that the Employer provided, does the Union still wish to
2 maintain that there's other documents that need to be produced
3 in response to paragraph 1?

4 MR. MYERS: I have no basis to contest counsel's
5 representation, Mr. Hearing Officer. If there's testimony that
6 subsequently emerges that would provide me a basis then I would
7 revisit it. But I take counsel at his word.

8 HEARING OFFICER SMITH: Okay. And the companies that are
9 listed, they appear, if I understand it correctly, and
10 Employer's counsel can answer this, this is related to the
11 local Las Vegas companies, not the national company of Republic
12 Services; is that correct?

13 MR. DITELBERG: That's correct. These are the actual
14 owning and employing entities within which the facilities in
15 question are, you know, are owned by as assets.

16 HEARING OFFICER SMITH: Okay. And with that -- and
17 understanding that it's not going to some larger organization
18 outside of what the Union is petitioning for, it seems like the
19 information as requested is relevant to these proceedings; does
20 not appear to be overly broad, does not appear to be vague; nor
21 does it seem to seek confidential or highly sensitive or
22 proprietary material.

23 So I would deny the petition to revoke on those grounds.
24 But again, it seems like the information is already produced as
25 responsive to the item.

1 As to paragraph 2, the Employer claims -- the Petitioner
2 is seeking job descriptions for all classifications of
3 employees in each of the separate units. You contend it is
4 appropriate, and the Employer objects that this is vague.

5 There has been discussion during the hearing already as
6 far as the differences between what the bargaining unit has
7 proposed by the Petitioner and what bargaining unit has
8 proposed by the Employer. So I don't really see this being
9 vague as to -- this goes to what is the Employer claiming is
10 the appropriate unit and the job descriptions for the employees
11 in that unit. So I do not see it being vague in that respect,
12 and I do see it being relevant to these proceedings; and I
13 would deny the petition to revoke on that basis.

14 But I also believe that there have been documents produced
15 in response to paragraph 2; is that correct?

16 MR. DITELBERG: There -- you know, you know, while
17 preserving our objections we have produced what we believe to
18 be responsive documents based upon our, you know, amendment or
19 clarification as it were of our position statement in terms of
20 the appropriate unit. So yes.

21 HEARING OFFICER SMITH: And is it -- what is the Union's
22 position on paragraph 2, the response to paragraph 2?

23 MR. MYERS: It does seem that the Employer has -- well,
24 the Employer has provided a job description for -- for the gate
25 attendant scale operator, which I understand is the corporate

1 demarcation for that position; as well as the paper picker,
2 which is also a corporate demarcation for that position. And
3 this may be anticipating -- let me see. Oh, no.

4 The Employer has also provided job descriptions for the
5 dispatcher position and the operations clerk position. Those
6 are two positions that the Employer originally contended should
7 be included in the unit, but both sides agree now that they
8 should not be included in the unit, at least from the parties'
9 perspectives. But we did get those documents. So it does
10 appear to be complete.

11 HEARING OFFICER SMITH: Okay. With that, I mean, it
12 appears that the petition to revoke for that item essentially
13 would be moot because you've already provided the documents.
14 But I would deny the petition to revoke because I do not
15 believe it's vague. But again, it seems like the production
16 has already been satisfied.

17 As to paragraph 3, which the Petitioner seeks all employee
18 handbooks, work rules, and employment protocols applicable to
19 employees in each of the separate units that you, being the
20 Employer, contend as appropriate. The Employer claims that
21 it's overly broad, vague, and unduly burdensome.

22 I do think that the employee handbooks relevant to the
23 separate units that the Employer is contending is appropriate,
24 the employee handbook, work rules, and employee protocols would
25 be relevant to this proceeding. I do not believe it's overly

1 broad, I do not believe it's vague or unduly burdensome; and I
2 would deny a petition to revoke, you know, on that basis that
3 it is relevant to the material to what we are doing here.

4 And it's my understanding that the Employer has provided
5 documents in response to paragraph 3?

6 MR. DITELBERG: While preserving our objections, we have
7 provided responsive documents, yes.

8 HEARING OFFICER SMITH: And what is the Union's position
9 on the response to paragraph 3?

10 MR. MYERS: Once again, I have no basis at this point to
11 contest counsel's representation.

12 HEARING OFFICER SMITH: Okay. And paragraph 4, the
13 Petitioner seeks all documents governing or describing
14 protocols for wage reviews slash increases for members of each
15 of the separate units that you, being the Employer, contend is
16 appropriate. The Employer claims that the petition to revoke,
17 that it's overly broad, vague, unduly burdensome; and
18 encompasses information that's confidential, highly sensitive,
19 and proprietary; and that the Employer is willing to provide
20 redacted materials, and in fact has provided some redacted
21 materials responsive to this request.

22 Again, I think that the information requested is relevant
23 to the proceedings that we have here. I don't believe that the
24 subpoena request is overly broad, vague, or unduly burdensome.
25 And with the understanding that the information has been

1 provided in a redacted form, it seems that the concerns as far
2 as being confidential, highly sensitive, or proprietary have
3 been ameliorated to some extent.

4 And I would deny the petition to revoke based on the
5 material being sought being relevant for this proceeding, and
6 that I don't believe that the Employer's arguments as far as
7 overly broad, vague, unduly burdensome, confidential, highly
8 sensitive, or proprietary apply.

9 What is the Union's position as far as the response that's
10 been provided so far to paragraph 4?

11 MR. MYERS: We're satisfied with the response.

12 HEARING OFFICER SMITH: Paragraph 5, the Petitioner seeks
13 all documents describing protocols for hiring employees into
14 each of the separate units that the Employer contends is
15 appropriate. The Employer contends that this request is overly
16 broad, vague, unduly burdensome, and encompasses information
17 that's confidential, highly sensitive, and proprietary.

18 As this goes to the hiring of employees, which arguably
19 goes to the human resources policies and the different autonomy
20 between the different units, I believe this is relevant to the
21 proceedings that we have here, and I don't believe that it's
22 overly broad, vague, unduly burdensome; or that the protocols
23 involved for hiring would be of a confidential, highly
24 sensitive, or proprietary nature.

25 The Employer has provided documents in response to

1 paragraph 5?

2 MR. DITELBERG: We have. While preserving our objections,
3 we have provided responsive documents.

4 HEARING OFFICER SMITH: And what is the Union's position
5 as far as the response that was received to paragraph 5?

6 MR. MYERS: I have no basis to contend that the response
7 was not complete.

8 HEARING OFFICER SMITH: Okay. And again, I believe I
9 already mentioned earlier that I would deny the petition to
10 revoke as far as paragraph 5, because I do believe it is
11 material to this proceeding.

12 As far as paragraph 6, the Petitioner seeks summary plan
13 descriptions for all health and welfare programs applicable to
14 employees in each of the separate units that the Employer
15 contends is appropriate. The Employer claims it's overly
16 broad, unduly burdensome, and encompasses information that's
17 highly sensitive, confidential, and proprietary.

18 One thing I would note for each of these petitions to
19 revoke, when a party is asserting that a subpoena is overly
20 broad or unduly burdensome, it usually requires the parties to
21 demonstrate what documents it is that would make this such an
22 overly broad or unduly burdensome, provide some sort of
23 supporting documentation or argument in support of it being
24 overly broad and unduly burdensome; whereas here what we have
25 really is just generalized claims of overly broad or unduly

1 burdensome without any support as to how the production would
2 impact any operations or how it would affect, you know, that
3 it's -- any kind of material cost to the Employer, anything
4 like that.

5 So I mean, generally this goes to each of the petition to
6 revoke items. And I don't see that that has been -- the
7 requirement has been satisfied in each of these items in the
8 petition to revoke.

9 MR. DITELBERG: I mean, I can state in the record our
10 basis for those objections.

11 HEARING OFFICER SMITH: As paragraph 6 goes to health and
12 welfare programs that would affect the applicable units, which
13 goes to terms and conditions of employment, it seems like they
14 would be relevant and material to the hearing that we have
15 currently. And again, without having some demonstration that
16 it's overly broad or unduly burdensome or that there's specific
17 documents that are confidential, highly sensitive, or
18 proprietary, I would deny the petition to revoke. And I
19 believe it's the same here, that the Employer has provided
20 documents in response to paragraph 6?

21 MR. DITELBERG: Yes. With respect to paragraph 6, you
22 know, while preserving our objections, we provided responsive
23 documents. In terms of our arguments regarding overbreadth and
24 unduly burdensome, with respect to all of these documents, you
25 know, we were provided the subpoena, you know, essentially

1 lunch time the day before the hearing. We were not, you know,
2 provided with, you know, five days to, you know, consider and
3 potentially file a petition to revoke.

4 The efforts undertaken to do a diligent search are
5 substantial and were substantial and burdensome. We, you know,
6 sought to, you know, do a reasonable search, you know, to do
7 our best to, you know, comply with the requests while
8 preserving our objections. So our arguments on the basis of
9 overbreadth and unduly burdensome largely go to the unusually
10 rapid nature of the need to comply with the subpoena.

11 HEARING OFFICER SMITH: So more of a timing issue than the
12 amount of information to produce?

13 MR. DITELBERG: Well, also, with respect to -- in
14 particular the plan documents and the SPDs in terms of
15 burdensome. You know, they do, you know, comprise several
16 hundred pages of materials.

17 HEARING OFFICER SMITH: But these are materials that it
18 seems like would be readily available or readily identifiable;
19 is that correct?

20 MR. DITELBERG: Yes, we did have to -- they are not kept
21 on location in the Las Vegas area. We had to obtain them from
22 the corporate office in Phoenix.

23 HEARING OFFICER SMITH: And are these documents maintained
24 in electronic format?

25 MR. DITELBERG: I do not know that.

1 HEARING OFFICER SMITH: Okay. So I guess I'm a little
2 confused in the efforts to try to get these documents --

3 MR. DITELBERG: I believe we had to have them overnighted.
4 They could not just be electronically transmitted.

5 HEARING OFFICER SMITH: You believe. I mean, was the
6 question asked, are they in electronic format that can be sent
7 electronically?

8 MR. DITELBERG: Okay. I've been told that they are.

9 HEARING OFFICER SMITH: That they are what?

10 MR. DITELBERG: That they are electronically available.

11 HEARING OFFICER SMITH: Okay. So it's is matter of just
12 printing off the electronic copy, right, of a couple hundred
13 pages?

14 MR. DITELBERG: Well, they had to be located by the
15 corporate office in Phoenix.

16 HEARING OFFICER SMITH: Okay.

17 MR. DITELBERG: Which, you know, did not happen until --
18 in the early hours of the morning, so. We have provided them,
19 but in the context of the hearing, it was a burdensome
20 undertaking.

21 HEARING OFFICER SMITH: Okay. So it's the Employer's
22 position that it was burdensome because it took time to locate
23 it, but once you located it, it was electronic and could be
24 sent electronically.

25 MR. DITELBERG: Yes.

1 HEARING OFFICER SMITH: Okay. At that point, isn't it
2 just a matter of printing?

3 MR. DITELBERG: You know, printing and making copies and
4 transmitting them over here. You know, again, since the, you
5 know, subpoena was alleged to be returnable yesterday, that was
6 not possible.

7 HEARING OFFICER SMITH: Okay. And I did notice that there
8 are -- you know, to avoid unnecessary delay, a party seeking to
9 revoke a subpoena may be required to respond in less than five
10 days. And that's Packaging Techniques, Incorporated, 317 NLRB
11 1252. It's a 1995 case. That's for both deuces tecum and ad
12 testificandum.

13 So while I understand the time windows, there was a short
14 time to respond, that is something that can happen.

15 MR. DITELBERG: I would just say also in that case, that
16 was not a full Board decision. That was an unaccepted ALJ
17 ruling.

18 HEARING OFFICER SMITH: Okay. So I believe I covered --
19 so you did provide documents responsive to paragraph 6.

20 MR. DITELBERG: Without waiving our objections, we did so.

21 HEARING OFFICER SMITH: Okay. And I don't know that I
22 asked the Union for their position on whether the response to
23 paragraph 6 was adequate.

24 MR. MYERS: We did receive a summary plan description. I
25 think much of the discussion you just had may be more about

1 paragraph 7. The summary plan description we have for the
2 401(k) and for the health and welfare plan. I didn't say it's
3 more about number seven, but I think the same issues come up
4 with number seven. But six, we do seem to have all the
5 documents.

6 HEARING OFFICER SMITH: Okay. And again, I believe I
7 already stated that I would deny the petition to revoke because
8 it's material or relevant, and I do not believe that it's
9 overly broad or unduly burdensome even under these
10 circumstances.

11 Paragraph 7, the Petitioner seeks all governing
12 documents -- in parenthesis, trust agreement, plan document --
13 for the health and welfare programs applicable to employees in
14 each of the separate units the Employer contends is
15 appropriate, and all contracts by which such benefits are
16 provided; i.e., any group medical and benefit plans,
17 contracts -- and contracts with third-party administrators.

18 The Employer claims that this request is overly broad and
19 has no relevancy to the unit or eligibility issues, and that
20 it's unduly burdensome and encompasses information that's
21 confidential, highly sensitive, and proprietary.

22 Again, the health and welfare programs that are applicable
23 to the unit the Employer contends is appropriate, that goes to
24 terms and conditions of employees, and as such would be
25 relevant to the proceedings that we have here. And while it's

1 unknown to the Hearing Officer how many documents there would
2 be, it seems given what the limited number of units that we're
3 dealing with -- or potential units, business units that we have
4 here, that it would not be overly broad or unduly burdensome to
5 produce those document. And I would deny the petition to
6 revoke as to paragraph 7.

7 That being said, without waiving the Employer's
8 objections, the Employer has produced documents in response to
9 paragraph 7; is that correct?

10 MR. DITELBERG: We have.

11 HEARING OFFICER SMITH: And is the Union Petitioner
12 satisfied with the Employer's response to paragraph 7?

13 MR. MYERS: Well, in this one I do have questions. We did
14 get trust document for the 401(k). And we didn't get the trust
15 document for the health and welfare plan. It's not clear to me
16 if that is a -- well, it does appear from the summary plan
17 description that this was a nationwide employer plan.

18 But there's no -- and I think what's relevant to the
19 Hearing Officer's consideration here is the extent to which
20 benefits are contracted for locally in the Las Vegas market,
21 whether they are priced based on the local market here or
22 whether they're priced in some other way. That might be a --
23 what we really don't have a sort of a cost basis for the
24 provision of benefits to -- to members of the proposed
25 bargaining units so that, you know, we -- so that the costs are

1 such in which per month.

2 And there may be a series of questions, there may be
3 documents that reflect how those costs are proportioned between
4 the two. But at the very least, I think that there are
5 provider contracts that cover this market. You know, maybe
6 there's -- in lieu of document production there can be certain
7 stipulations on that issue. I don't know, but I -- it does
8 seem to me that there's a -- there's further detail on the
9 health plan that we would like to get into.

10 HEARING OFFICER SMITH: Okay. And as I noted, I would
11 deny the petition to revoke on paragraph 7.

12 Paragraph 8, the Petitioner seeks all governing documents
13 for any retirement plan, trust agreement planning document
14 applicable to employees in each of the separate units that the
15 Employer contends is appropriate. The Employer contends that
16 this is overly broad and has no relevancy regarding any unit
17 eligibility issues, and is there overly broad, unduly
18 burdensome, confidential -- or receives confidential, highly
19 sensitive, and proprietary information.

20 Because this goes to retirement plans, which are benefits
21 that go to each -- may go to effect different groups of
22 employees, it arguably goes to community of interest, terms and
23 conditions of employment. And I think it would be relevant to
24 the issue that we have going on here as far as determining
25 community of interest, especially since one of the issues

1 that's been flagged is the residual unit issue that possibly
2 goes broader than the petitioner-for unit.

3 So I do see it being relevant to the hearing and the
4 issues we're dealing with here, and I would deny the petition
5 to revoke. Is it correct that the Employer has provided a
6 response to paragraph 8?

7 MR. DITELBERG: Yes. While renewing our objections and
8 also restating the arguments that we made with respect to
9 request number six. We have provided responsive documents.

10 HEARING OFFICER SMITH: And is the Union or Petitioner
11 satisfied with the response to paragraph 8? Are there any
12 issues that you're aware of?

13 MR. MYERS: Yeah. Actually, I stated a moment ago in my
14 answer to number seven that we had gotten the 401(k) governing
15 documents. That response should have been geared toward number
16 eight. We did get them and they appear complete.

17 HEARING OFFICER SMITH: So the response to paragraph 8 you
18 believe is complete?

19 MR. MYERS: Yes.

20 HEARING OFFICER SMITH: Okay. And as far as the -- what
21 was raised earlier as far as the health and welfare programs,
22 does the Employer have that available to the Petitioner or is
23 that going to be something that's going to be provided?

24 MR. DITELBERG: I would have to consult with the
25 Employers.

1 HEARING OFFICER SMITH: Okay. Because that seems like one
2 of the issues where it seems like that request is outstanding,
3 the response has not been provided to that. So as soon as you
4 can get that to the Petitioner, that would be helpful.

5 MR. DITELBERG: And I would say if it's not available,
6 we're certainly willing to explore stipulations or testimony in
7 lieu thereof.

8 HEARING OFFICER SMITH: Thank you.

9 MR. DITELBERG: We're happy to explore that.

10 HEARING OFFICER SMITH: Thank you. Again, as paragraph
11 8 -- I believe I already stated I would deny the petition to
12 revoke as to paragraph 8 because I do not believe that it's
13 overly broad, unduly burdensome, or seeks confidential, highly
14 sensitive, or proprietary information.

15 Paragraph 9, the Petitioner seeks all workers'
16 compensation insurance contracts covering the units that the
17 Employer contends is appropriate. The Employer contends this
18 is overly broad and has no relevancy to the unit or eligibility
19 issues, and that it's also confidential, highly sensitive, and
20 proprietary

21 Now, on this issue, this is one that I do have a question
22 for the Petitioner as far as why the workers' compensation
23 insurance documents would be relevant to this proceeding?

24 MR. MYERS: Well, it goes again, I guess, to the unit of
25 labor relations control, to put it awkwardly. But if insurance

1 contracts are being drawn up based on a risk pool that
2 encompasses the entire United States, well, then that's one,
3 you know, one level of analysis. If they're being drawn up
4 with a risk pool of the Las Vegas market, then they are
5 being -- really the experience of the different employees in
6 the three different units are being aggregated and being
7 considered at that level.

8 Or potentially each business unit gets its own workers'
9 comp contract, and therefore the experience and the rating is
10 being based on the individual unit. It strikes me that -- that
11 goes to the issues again of autonomy, which is one of the
12 factors that the Board uses in the multi-facility analysis, and
13 sort of integration of the operations, similar to the other
14 items that we've been discussing, benefit plans and so forth.
15 So that's the reason.

16 HEARING OFFICER SMITH: Okay. I can see some limited
17 relevance for that as far as it going to terms and conditions
18 of employment.

19 MR. MYERS: And I will say that the Board has recognized
20 demands for workers' compensation contracts. I can't give you
21 a cite, but the kind of information an employer is required to
22 produce pursuant to its duty to bargain in good faith.

23 HEARING OFFICER SMITH: Well, I would note also this is
24 limited to the units that the Employer contends is appropriate.
25 So it seems like that would be a limited amount of information

1 given that we're looking at three business units, three
2 locations at most. And there may be that these workers'
3 compensation insurance contracts cover the whole group of the
4 whole properties. And I think this applies to each of the
5 requests here.

6 We're really talking about a limited area of operation.
7 As such I don't think that it's overly broad. I do believe
8 there is some limited relevance to the terms and conditions of
9 employment which goes to community of interest; and do not
10 believe that the Employer's made no showing that these
11 documents are confidential, highly sensitive, or proprietary.

12 And I would note that to many of the other requests,
13 although there are broad claims of confidential, highly
14 sensitive, or proprietary, there's been no showing of what
15 specific information it would be provided in response to the
16 subpoena requests such that it would make it confidential,
17 highly sensitive, or proprietary.

18 So as to paragraph 9, I would deny the petition to revoke.
19 Has the Employer provided a response to paragraph 9?

20 MR. DITELBERG: While renewing our objections, we have
21 responded to paragraph 9.

22 HEARING OFFICER SMITH: And is the Petitioner -- what's
23 its position to the response provided to paragraph 9?

24 MR. MYERS: Can I just take a look at it one second?

25 Yes, they have. Well, this is liability insurance. Does

1 that cover worker's comp?

2 It does actually look like this is a different kind of
3 risk coverage.

4 MR. DITELBERG: Can we go off the record to --

5 HEARING OFFICER SMITH: Go off the record.

6 (Off the record at 10:40 a.m.)

7 HEARING OFFICER SMITH: Okay. So off the record, the
8 parties reviewed the documents that have been produced, and is
9 it the Union's -- or the Petitioner's understanding that the
10 documents produced were responsive to paragraph 9?

11 MR. MYERS: Correct. Yes, it is.

12 HEARING OFFICER SMITH: And I believe I already stated
13 that I would deny the petition to revoke based on the limited
14 relevance it would have for the terms and conditions of
15 employment of the unit.

16 As to paragraph 10, the Petitioner seeks job descriptions
17 for the following job positions: Las Vegas area vice
18 president, Las Vegas area human resources director, general
19 manager for each of the business units that the Employer
20 contends is appropriate, a human resources manager for each of
21 the business units that the Employer contends is separately
22 appropriate.

23 The Employer asserts that the request is overly broad,
24 has no relevancy to unit or eligibility issues, and is unduly
25 burdensome and encompasses information that is confidential,

1 highly sensitive, or proprietary.

2 The documents requested as to the job descriptions of each
3 of these individuals seem to go to the autonomy of the
4 different business units, and also -- not only individually
5 for -- in the case of the general manager or the human
6 resources manager for each of the business units, but then also
7 whether or not there is some type of corporate human resources
8 or corporate control in the case of the Las Vegas area vice
9 president or the Las Vegas area human resources.

10 So it does seem to go towards the issue, the community of
11 interest factor as to whether or not there's common corporate
12 HR, human resources policy or control does not seem to be
13 overly broad. In fact, it actually seems to be very specific.

14 Identifying the specific positions they are looking for,
15 because it does go towards that community of interest factor, I
16 do believe it's relevant. And again, it's specific, I don't
17 believe it's overly broad or unduly burdensome. And again, the
18 Employer's not pointed out to any reasons why the information
19 requested is confidential, highly sensitive, or proprietary,
20 and I would deny the petition to revoke on that basis.

21 Has the Employer provided a response to paragraph 10?

22 MR. DITELBERG: Yes. First of all, just for the record,
23 to the extent that there have been concerns about specificity
24 in terms of our objections, this goes to, you know, what we
25 believe is our having been prejudiced as a result of being

1 required to file this petition to revoke in less than five
2 days.

3 With respect to the specific requests, we have, you know,
4 while renewing our objections, provided responsive documents to
5 the extent that they exist. In that regard, with respect to A,
6 there is no Las Vegas area vice president. With respect to B,
7 there is no Las Vegas area human resources director.

8 We did, however, provide a job description for the area
9 human resources director. And as there's been testimony, the
10 area that encompasses the facilities in question is much
11 broader than the Las Vegas area. It includes, you know, many,
12 many facilities in California and other states.

13 With respect to C, I believe we did provide the job
14 descriptions for the general managers of the business units,
15 and also D, with respect to the HR managers for the business
16 units.

17 HEARING OFFICER SMITH: And in providing that response,
18 especially when providing the area human resources director, I
19 appreciate that the Employer has provided a response even
20 though the specific request, obviously from the testimony, that
21 position doesn't exist anymore. So you went with the broader
22 area as described in testimony earlier.

23 As I stated, I would deny the petition to revoke because I
24 do not believe that -- I believe that it is relevant to the
25 issues that we have as far as community of interest. Is the

1 Petitioner satisfied with the responses received to paragraph
2 10?

3 MR. MYERS: Yes.

4 HEARING OFFICER SMITH: Okay. Seems like the one issue
5 that remains outstanding would be the health and welfare
6 program which you said you're working on trying to get that for
7 the Petitioner, correct?

8 MR. DITELBERG: I will consult off-line on the status of
9 that in our -- position and response in that regard.

10 HEARING OFFICER SMITH: Okay. So as noted, I would deny
11 the petition to revoke as to each of the items. I do
12 appreciate that the Employer has provided a response, including
13 even some points where the requested items might not have been
14 specifically defined as far as whether or not, like, the Las
15 Vegas area versus area; and also with the defect as far as the
16 date of September 21, 2017, instead of being the date of the
17 hearing, which was February 21st.

18 And as we had discussed, I believe in the prior proceeding
19 or maybe it was off the record, because the subpoena had
20 identified the -- correctly identified the case name and number
21 on the subpoena; is that correct?

22 MR. DITELBERG: I believe that's correct.

23 HEARING OFFICER SMITH: I think that was enough to have
24 provided notice to the Employer that the documents requested
25 were for the hearing that's at issue here regardless of the

1 fact that it was dated for a return date of September 21st,
2 2017. You know, obviously, the Employer was aware what is was
3 responsive to because you did provide a response for this
4 hearing. And I do not see that the date alone would be a basis
5 for approving the petition to revoke.

6 And again, as I said, there's a number of generalized
7 claims that provide no specifics in support of why they would
8 be overly broad, unduly burdensome, or get into confidential or
9 proprietary or sensitive information. I do understand the
10 Employer's reservation, though, that there was a limited time
11 to respond to the petition to -- or to the subpoena and provide
12 a petition to revoke. But again, I would deny the petition to
13 revoke in its entirety for the reasons I've already stated.

14 Is there anything else that the parties wish to raise for
15 the subpoena record?

16 MR. DITELBERG: No. I believe between the petition and
17 what we've stated on the record that we've asserted our
18 arguments and positions and responses.

19 HEARING OFFICER SMITH: And for the Petitioner?

20 MR. MYERS: I have nothing further. Thank you.

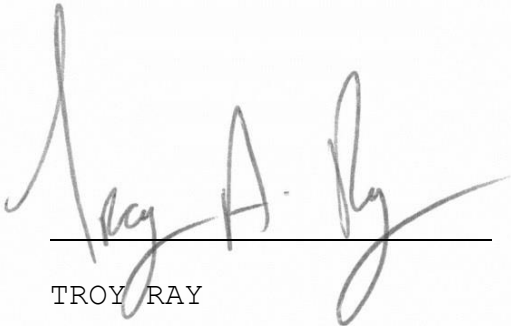
21 HEARING OFFICER SMITH: Okay. And with that, the subpoena
22 record is now closed.

23 **(Whereupon, the hearing in the above-entitled matter was**
24 **recessed at 10:49 a.m. until Wednesday, February 22, 2017 at**
25 **10:50 a.m.)**

C E R T I F I C A T I O N

1
2 This is to certify that the attached proceedings before the
3 National Labor Relations Board (NLRB), Region 28, Case Number
4 28-RC-192859, Republic Services and International Brotherhood
5 of Teamsters, Chauffeurs, Warehouseman, Local 631 at the
6 National Labor Relations Board, Region 28, 300 Las Vegas
7 Boulevard South, Suite 2-901, Las Vegas, Nevada 89101, on
8 Wednesday, February 22, 2017, 10:09 a.m. was held according to
9 the record, and that this is the original, complete, and true
10 and accurate transcript that has been compared to the reporting
11 or recording, accomplished at the hearing, that the exhibit
12 files have been checked for completeness and no exhibits
13 received in evidence or in the rejected exhibit files are
14 missing.

15
16
17
18
19
20
21
22
23
24
25



TROY RAY

Official Reporter

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 28

In the Matter of:

Republic Silver State Disposal Case No. 28-RC-192859
Services, Inc., A Nevada
Corporation, dba Republic
Services of Southern Nevada and
Republic Dumpco Inc. aka
Dumpco, A Nevada Corporation,

Employer,

and

International Brotherhood of
Teamsters, Chauffeurs,
Warehouseman, Local 631,

Petitioner.

Place: Las Vegas, Nevada

Dates: February 22, 2017

Pages: 202 through 419

Volume: 3

OFFICIAL REPORTERS

AVTranz

E-Reporting and E-Transcription
7227 North 16th Street, Suite 207
Phoenix, AZ 85020
(602) 263-0885

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

In the Matter of:

REPUBLIC SILVER STATE DISPOSAL
SERVICES, INC., A NEVADA
CORPORATION, DBA REPUBLIC
SERVICES OF SOUTHERN NEVADA AND
REPUBLIC DUMPCO, INC. AKA
DUMPCO A NEVADA CORPORATION,

EMPLOYER,

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMAN, LOCAL 631,

PETITIONER.

Case No. 28-RC-192859

The above-entitled matter came on for hearing, pursuant to notice, before **LARRY A. SMITH**, Hearing Officer, the National Labor Relations Board, Region 28, 300 Las Vegas Boulevard South, Suite 2-901, Las Vegas, Nevada 89101, on **Wednesday, February 22, 2017, 10:50 a.m.**

1 A P P E A R A N C E S

2 **On behalf of the Employer:**

3 **JOSHUA L. DITELBERG, ESQ.**
SEYFARTH SHAW
4 131 South Dearborn Street, Suite 2400
Chicago, IL 60603
5 Tel. 303-460-5000

6 **KAITLYN WHITESIDE, ESQ.**
SEYFARTH SHAW
7 105 Peachtree Street N.E., Suite 2500
Atlanta, GA 30309
8 Tel. 404-885-1500

9 **On behalf of the Respondent:**

10 **ERIC B. MYERS, ESQ.**
MCCRACKEN, STEMERMAN & HOLSBERRY, LLP
11 595 Market Street, Suite 800
San Francisco, CA 94105
12 Tel. 415-597-7200
Fax. 415-597-7201
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VOIR DIRE</u>
James Carl Rankin	206	225	328	367	
Mark Clinker	372				392/403

E X H I B I T S

	<u>EXHIBIT</u>	<u>IDENTIFIED</u>	<u>IN EVIDENCE</u>
4	Employer:		
5	E-11	224	224
6	E-12	389	396
7	E-13	402	402
8	E-14	404	404
9	E-15	412	412
10	E-16	417	417
11	Petitioner:		
12	P-2	262	262
13	P-3	279	279

1 **P R O C E E D I N G S**

2 HEARING OFFICER SMITH: We're back on the record. If the
3 employer can recall -- I believe you were finishing with Mr.
4 Rankin.

5 MR. DITELBERG: Yes.

6 THE WITNESS: Still under oath, correct?

7 HEARING OFFICER SMITH: Yes. You don't need to be sworn
8 in again, so just as a reminder you're under oath from
9 yesterday. Your testimony is still -- you're under sworn oath
10 today to provide true testimony.

11 Whereupon,

12 **JAMES CARL RANKIN**

13 having been previously sworn, was called as a witness herein
14 and was examined and testified as follows:

15 **DIRECT EXAMINATION**

16 Q BY MR. DITELBERG: Mr. Rankin, based on your knowledge,
17 could you describe the operational differences between the Apex
18 landfill, your Cheyenne facility and the Henderson facility?

19 A Well, pertaining to this work group that they are
20 petitioning for, correct?

21 Q First, actually, just in terms of, you know, sort of the
22 general overall operations.

23 A Okay. So the Apex landfill is on about 2200 acres. It is
24 a landfill operation that takes in many large vehicles, takes
25 different types of waste, handles them in a different manners,

1 disposes of them, and then manages the facility to meet federal
2 and local regulations. So it's much more like a construction
3 site, big and massive. Lot of heavy equipment. Two transfer
4 stations. Accepts waste from smaller vehicles, route trucks
5 and public customers. However, the comparison between Cheyenne
6 and Henderson are vastly different.

7 I'm on about 47 acres and I believe Henderson is on about
8 ten acres, so the size is quite different. We do more facility
9 operations at Cheyenne than they do at Henderson. The
10 operation in the actual transfer station is vastly different.
11 I have a three-story facility with a bottom-loading tunnel,
12 public in the middle, and our trucks are dumping up on top.
13 And then our operating permits for all three facilities, again,
14 have much different criteria for how we manage the business as
15 far as regulatory reasons.

16 Q I was going to follow up on that. You know, what to your
17 knowledge are the differences in permitting and regulations
18 between your facility and the other Apex and Henderson
19 facilities?

20 A The only reason I have some familiarity with Apex is I was
21 a prior general manager out there, so I do know that Apex has a
22 lot of more permit requirements for storm water runoff, air
23 regulations, types of waste received, tracking of types of
24 material coming into the facility, tracking where the stuff is
25 disposed, the materials are disposed, how they're handled in

1 their final destination.

2 Cheyenne has some similar types of regulations, but on a
3 much different scale. I have air permit regulations for my
4 emissions. I have storm water runoff because our transfer
5 station has drains, so I've got storm water interceptors that
6 we have to manage and monitor on a monthly basis. We've got
7 fueling stations. I've got CNG fueling stations as well as
8 diesel and gasoline and off-road. That's different than
9 Henderson. So our facilities are designed with a lot. Mine
10 was built in 1982 under different regulations than the facility
11 in Henderson in 2000.

12 I happened to operate the twin facility from Henderson at
13 Sloan, but it was not on City services. So it was even
14 different than Henderson is. So the operating permits that we
15 have to manage are vastly different. So the requirements of
16 what our employees have to do to meet those requirements, those
17 permit requirements, are different from site to site.

18 Q Can you explain any differences with respect to the jobs,
19 job classifications that are being petitioned for?

20 A Yes. At my facility I have spotters and shed attendants
21 that are switching out throughout the day and they have
22 different activities from both Apex and Henderson. My spotters
23 are actually inside the facility parking trucks. They have
24 requirements to remove vehicles before we operate the machinery
25 inside the facility.

1 We have some opportunity to take some different waste than
2 Henderson does because of our proximity to the recycling
3 facility where we do special wastes. So we have some drop-off
4 facilities there that are on a daily basis, where Henderson has
5 them on a periodic basis. And our shed employees have to know
6 the difference between that. So their opportunity to
7 understand what waste can be accepted or not are different. We
8 have tire recycling. We have scrap metal recycling. We have
9 the refrigerant and CFC recycling that we noted in a document
10 yesterday. And then we have a lot of heavy equipment moving in
11 that facility, so they have to be trained to understand the
12 movements of that equipment and they also provide some guidance
13 for that equipment to be directed while they are operating
14 inside the facility.

15 Q Are these protocols that you described matters for which
16 employees could be disciplined if they're violated or not
17 followed?

18 A Absolutely.

19 Q Do you have any human resources personnel that are located
20 at your facility?

21 A Yes. I have a human resources manager, I have a human
22 resources staff person, administrative person that also helps.

23 Q What are their names?

24 A Sharon Klinck is the manager, Lorena Torres is the human
25 resources staff, and Shannon Pollon is the administrative

1 assistant that helps in their department.

2 Q Could you describe the scope of their job duties and
3 responsibilities?

4 A Sharon's main job is to keep us compliant with all human
5 resources requirements for all the entities, whether it's a
6 Department of Labor request, how we manage our contracts,
7 whatever it may be. How we treat our employees. She is the
8 manager of what we call our alert line, so she's the first
9 point of contact. She's also isolated from us knowing
10 confidential information. So if there's an employee that may
11 have an FMLA issue or whatever, HR handles that so nobody in
12 the operations would know that there's a health issue with an
13 employee. So we wouldn't know that. We would just know that
14 they have approved or not approved stuff like that. She
15 maintains the personnel files.

16 Q Just to be clear, when you say "we" are you referring to
17 just the Cheyenne location?

18 A "We" is my staff, yes. My operations managers, my
19 controllers -- no manager or supervisor at my facility is privy
20 to that kind of information, yes. "We" is only at Cheyenne.

21 Q Do your human resources personnel have any authority or
22 responsibility with respect to any other facility or business
23 unit?

24 A No.

25 Q I believe we had testimony yesterday, if I'm not mistaken,

1 so I won't repeat it in terms of your autonomy and authority
2 with respect to hiring and firing and wage increases discipline
3 and the like.

4 A Yes.

5 Q Do you want to just briefly summarize that?

6 A Yes. I have the ultimate decision on hiring, terminating.
7 I do seek advice, but I am not contracted or obligated to
8 follow that. And I have not been disciplined if I didn't
9 follow that advice. We are the ultimate decision-maker at our
10 division, our business unit.

11 And to clarify, earlier there was a question yesterday
12 about division and business units. Many people have multiple
13 divisions into one business unit to create a business unit
14 size. Unfortunately, at Cheyenne it is so large that my
15 business unit and my division are the exact same size with the
16 exact same people in it. So division 3820 is also the same as
17 business unit 445. The other gentleman may have a different
18 perspective on that.

19 Q Okay. With respect to what we've been calling the outside
20 personnel or basically, you know, the employees that the union
21 is petitioning to represent, to your knowledge are there any
22 difference in the job duties or skills with respect to anyone
23 at your facility versus Henderson or Apex?

24 A My people would have to follow --

25 MR. MYERS: Objection, foundation.

1 MR. DITELBERG: I asked him to his knowledge.

2 HEARING OFFICER SMITH: If you can, please, go ahead and
3 lay for some foundation for it.

4 MR. DITELBERG: Okay.

5 Q BY MR. DITELBERG: Do you have any knowledge with respect
6 to the skills and duties at the other two facilities? And if
7 so, what's the basis for your knowledge?

8 A I don't know their skills and abilities, but I do know
9 what my people do that is different in my permit than would be
10 in their permit.

11 Q Okay. Why don't you testify to the scope of your
12 particular knowledge?

13 A So my employees have to manage -- my shed employees follow
14 the requirements of my operating permit, which includes some
15 tasks that are different because of our operating structure.
16 So when we get a monthly and quarterly inspection from the
17 agencies, such as the Southern Nevada Health District, my
18 employees' activity in my shed are measured and inspected at a
19 different rate than the other two facilities because they are
20 inspecting off of my permit, which I know emphatically is
21 different than their permits, other conditions and requirements
22 in our operating plants.

23 Q Okay. With respect to -- again, I'll continue to use the
24 term "outside employees" on occasion with the understanding
25 that it refers to the job classification for which the union is

1 petitioning, to the extent that they exist.

2 HEARING OFFICER SMITH: To make it clear, so what we're
3 talking about when we're saying "shed employees" or "outside
4 employees," are we referring to those people that are in the
5 job classification for the official job title of gate
6 attendant/scale operator?

7 MR. DITELBERG: Yes.

8 Q BY MR. DITELBERG: Is that correct?

9 A Yes.

10 Q Okay. I think there has been already been testimony that
11 only the Apex landfill has paper pickers. So with respect to
12 the outside employees or the shed employees, do similar
13 employees at Henderson and Apex participate in training at your
14 location?

15 A No.

16 Q Have they ever done so?

17 A No.

18 Q Okay. Do you have any daily, weekly meetings with respect
19 to those employees to go over issues on the job, protocols and
20 so forth?

21 A Well, there's definitely a monthly safety topic meeting on
22 which we've provided some documents. And there are weekly
23 meetings held at several different times to be able to catch
24 all the employees, because of off days and shift times, that
25 cover different policy changes or issues, such as weather-

1 related, seasonality things that may come up as far as what our
2 facility is going to be doing during a holiday period, which is
3 definitely also different than the other two facilities.

4 Q Do the Henderson and Apex employees participate in those
5 meetings?

6 A No.

7 Q Do your outside employees split their work week at
8 Henderson and Apex?

9 A No.

10 Q Or their work month?

11 A No.

12 Q Do they ever temporarily transfer?

13 A No.

14 Q Have they ever done so?

15 A Temporarily?

16 Q Yes.

17 A No.

18 Q When you need relief employees in those classifications
19 because of an absence or vacation, do you ever get relief from
20 Henderson or Apex?

21 A No.

22 Q I think you may have testified to this before. Are the
23 Henderson and Apex employees on your work schedules?

24 A No.

25 Q Let's see. Can you describe the types of shifts and shift

1 hours that you have for the outside employees?

2 A We have some employees that start at 5:30 in the morning
3 to be ready and prepared for the first customers at 6:00 a.m.
4 on a normal workday. And then we have other people that stay
5 until 6:30 at night, which is a half hour after the public shed
6 closes, so we would have the opportunity to close our day as
7 far as the cash drawer and finish the books, as far as taking
8 all the tickets that have been used.

9 We have an audit process to track every ticket. So at the
10 end of the day we have to record which tickets we used in that
11 entire day, and any voids have been to be accounted for, and
12 then they also make sure that all the public customers have
13 left the public dumping area before they leave.

14 Q I'm sorry, are you a 24/7 operation?

15 A We are.

16 Q For what hours -- do you schedule overnight shifts for
17 your outside employees?

18 A Not for the shed employees. The hours, the earliest would
19 be 5:30 in the morning, the latest would be 6:30 at night, and
20 there's various schedules within that day.

21 Q Have you ever changed those schedules?

22 A We have.

23 Q Who changes those? Is it you or somebody else?

24 A It would be Armando Teijeiro, my operations manager.

25 Q Is there any cross-bumping between the facilities between

1 Cheyenne, Henderson and Apex?

2 A Explain bumping.

3 Q Basically either a right or a policy where if there were
4 layoffs that employees have the right to displace other
5 employees at those other facilities.

6 A We have not had layoffs, so I wouldn't experience that.

7 Q Are you aware of any such policy?

8 A No.

9 Q Do your shed or outside employees cross-train for jobs at
10 Henderson and Apex?

11 A No.

12 Q Do they have any transfer rights to go to Henderson or
13 Apex?

14 A No.

15 Q Is there a starting wage rate for the shed employees at
16 your facility?

17 A There is a minimum wage that we have to start out, but
18 depending on experience we have an opportunity to start at
19 different rates, yes.

20 Q And what are those rates?

21 A I believe the lowest I could offer in an offer letter
22 would be \$13.00 an hour.

23 Q Do you have discretion to offer more than that?

24 A Yes, and I have.

25 Q And with respect to wage increases, what are they based

1 on?

2 A They are based on employee's performance from the prior
3 year, and the opportunity for that performance to give us a
4 rate set by the corporate structure, depending on the financial
5 activity of the company and the economy. So if, you know, the
6 Consumer Price Index was comparably low, we wouldn't offer as
7 high of a rate of raise. If it was really high, the cost of
8 living would go up, we would be given a different opportunity
9 to give them a larger raise. That's also on a corporate basis
10 in our budget process.

11 Once we get that, my job is to allocate by their employee
12 rating of their performance into a band to make sure that I'm
13 given some latitude to give more to a higher-performing person
14 and less to a lower-performing person. And within that same
15 category, if everybody meets our performance standards, I still
16 have the ability to go a percent and a half of difference in
17 that pay band. So somebody that is still meeting our standard
18 but may be less performing, I could give them a lower hourly
19 rate increase than somebody that is still meeting but having
20 better opportunity.

21 Q Who makes the assessments in terms of meeting performance?

22 A That would be their manager, which would be Armando
23 Teijeiro.

24 Q That's a manager under your supervision?

25 A Yes.

1 Q Is that done, to your knowledge, on a business unit by
2 business unit basis?

3 A It's done by division, which for me it's only one business
4 unit, one division.

5 Q A subset of the business unit?

6 A Yes.

7 Q Okay. Do your shed or outside employees have any physical
8 contact with the shed or outside employees at Henderson and
9 Apex during their workdays?

10 A No.

11 Q Do your shed or outside employees share any equipment with
12 the Henderson or Apex employees?

13 A No.

14 Q Do you have any input or authority in terms of
15 establishing working hours or shifts with respect to Henderson
16 or Apex?

17 A No.

18 MR. DITELBERG: I'm going to show you what I've marked for
19 identification as Employer 11. This may ultimately be of some
20 assistance to the Hearing Officer, in terms of his own
21 questioning.

22 HEARING OFFICER SMITH: Actually, while we're doing this,
23 can we get a stipulation that Mr. Rankin is a 2(11) supervisor
24 on the basis of his hiring/firing discipline

25 MR. DITELBERG: Yes, we would so stipulate.

1 HEARING OFFICER SMITH: And there was also a name,
2 Armando, and I believe the last name is T -- can you spell the
3 last name for me, please.

4 THE WITNESS: T-E-I-J-E-I-R-O.

5 HEARING OFFICER SMITH: And his position is?

6 THE WITNESS: Facilities manager.

7 HEARING OFFICER SMITH: Can we get a stipulation that he
8 is a 2(11) supervisor?

9 MR. DITELBERG: Yes.

10 HEARING OFFICER SMITH: Any objection to that stipulation?

11 MR. MYERS: No.

12 HEARING OFFICER SMITH: And is that under the basis of
13 hiring, firing and discipline?

14 MR. DITELBERG: Yes.

15 HEARING OFFICER SMITH: Thank you.

16 MR. DITELBERG: Among other reasons that I think Mr.
17 Rankin has testified to.

18 HEARING OFFICER SMITH: Thank you.

19 Q BY MR. DITELBERG: Can you identify this document, Mr.
20 Rankin?

21 A This is my organizational chart that we use for
22 presentation to describe my workforce.

23 MR. DITELBERG: I wonder if I might be able to borrow the
24 court reporter's back. I seem to be short one copy. Thank
25 you.

1 Q BY MR. DITELBERG: So could you describe the
2 organizational structure that is depicted on this chart?

3 A Sure. I'm the general manager and I have effectively
4 seven direct reports on this flow chart. I would like to
5 highlight to function of Curtis McFerguson, what is considered
6 my divisional manager. And you will see that under him we have
7 some managers, Jaime McCollum, Jim Rainey, and Armando
8 Teijeiro. For corporate structure we have to have direct
9 reports for a position that's classified as a manager. Curtis
10 McFerguson's opportunity is to work in my business unit and
11 learn the business at a different level so he could someday
12 become a general manager. So he is a quasi-trainee. Under the
13 corporate structure we put people to direct reports, so he has
14 some operational attenuation of those people. But I will tell
15 you that Armando and Jaime and Jim still report to me as well.

16 And then all the other employees listed on the top line
17 are my four -- my three operations managers for the hauling
18 company and Jaime McCollum is the fourth, Steve Veteto is my
19 maintenance manager, Sharon Klink is my HR manager with her two
20 people, and then my controller, Kurt Mayer, who oversees our
21 office manager. And the structure of the dispatchers and
22 office clerks are under Rene in the office structure. And
23 Armando oversees the gate/scale operators.

24 Q Okay. Just to be clear, you're looking at this chart. I
25 take it we have the gate/scale operators sort of near the

1 bottom. Does that correspond to the positions that the union
2 is petitioning for here?

3 A It does. I would like to note one thing, though. The ops
4 laborers are the only union highlighted people that are on this
5 flow chart. Those ops laborers are already in the bargaining
6 unit below the scale operators. So if we're talking about an
7 expanded role, those are already union. Everybody else that
8 has operation supervisor below them would be the union people,
9 and Armando also has union operators that aren't listed. So
10 I'm not exactly sure why the ops laborers are in that category
11 because this looks like to be all nonunion employees with the
12 exception of the ops laborer 11.

13 Q Okay. And there with respect to the gate and scale
14 operators referenced on this chart, who is their immediate
15 supervisor?

16 A Armando Teijeiro. There is an operations supervisor one
17 level above them, and that is Lisa Lattimore, and she oversees
18 those people, as well as Armando.

19 Q Now, she's not on this chart; is that correct?

20 A Yes, she is. Right below Armando it says operations
21 supervisor.

22 Q Oh, I'm sorry.

23 A Just doesn't have her name. We didn't name all the
24 supervisors in this category.

25 Q Okay. And then who does Armando directly report to?

1 HEARING OFFICER SMITH: Can you repeat her name again?

2 You said Linda?

3 THE WITNESS: Lisa.

4 HEARING OFFICER SMITH: Lisa.

5 THE WITNESS: Her real name is Carol, but she goes by Lisa
6 Lattimore, L-A-T-T-I-M-O-R-E.

7 HEARING OFFICER SMITH: Okay. Who is it that she
8 supervises?

9 THE WITNESS: She supervises our mod duty program that is
10 not listed on here, which would be union people that are in a
11 condition of needing modified duty to be able to return to work
12 as part of our union contract, to provide a light-duty program.
13 And she also oversees scale operators and ops laborers.

14 Q BY MR. DITELBERG: Does she have any supervisory
15 responsibility for any Henderson or Apex employees?

16 A No.

17 Q And who does Armando report to directly?

18 A Directly on this flow chart, Curtis McFerguson, and he's
19 quasi-me because of his training to be a general manager.

20 Q I take it that Mr. McFerguson reports directly to you.

21 A Yes.

22 Q And then just to point out a couple of other boxes on this
23 chart, so Sharon Klink is identified as HR manager.

24 A Yes.

25 Q And I believe you explained her job duties and

1 responsibilities.

2 A Yes.

3 Q Does she have any HR personnel reporting directly to her?

4 A She has Lorena Torres, as I described, as a coordinator;
5 and Shannon Pollon, as the admin assistant.

6 Q Okay.

7 HEARING OFFICER SMITH: I want to jump out in at this
8 point. I know you said ops laborers, but who is that? I'm
9 looking at Petitioner's 1, which is the contract, and I don't
10 see ops laborers in here anywhere. Do you know what the --

11 THE WITNESS: Their title is Utility 1 and Utility 2 in
12 the contract language. Unfortunately, for this document we can
13 only use corporate names, which don't fit a language in the
14 contract book.

15 HEARING OFFICER SMITH: So under shop and garage
16 personnel?

17 THE WITNESS: Yes, Utility 1, Utility 2.

18 HEARING OFFICER SMITH: Okay. Thank you.

19 Q BY MR. DITELBERG: And looking at the chart with respect
20 to the dispatchers, do they include personnel who have been
21 identified as, you know, inside scale people or something to
22 that effect?

23 A Yes, they do.

24 Q Okay. You know, can you describe where they work and what
25 their full job duties and responsibilities are, please?

1 A There's varying duties of those different people,
2 depending on time of day, but they work inside of the building
3 I call my office, which is W3. They take care of payroll time
4 records. They take care of data entry from all of our
5 businesses, whether it's from a route or processing different
6 reports from different entities within our work group. They
7 spend quite a bit of time interacting.

8 They take radio calls, phone calls, deal with customer
9 requests, dispatch that information. That's why they're called
10 dispatchers. Dispense that information back out to either a
11 supervisor and/or sometimes even directly to a driver to give
12 them advice that a customer has had a complaint. They have no
13 supervision requirements. They cannot command a driver or any
14 employee to do anything. They are just relaying information
15 that may be out there.

16 Q Are there any other differences in terms of job duties,
17 responsibilities or skills as between them and the outside gate
18 and scale operators that you haven't described?

19 A The gate and scale operators wouldn't have any knowledge
20 of how to do the dispatcher's job. It's completely different.

21 Q Okay. And with respect to the dispatchers, who is their
22 immediate supervisor?

23 A Renee Caseman, our office manager.

24 Q And does Renee Caseman report directly Kurt Mayer, the
25 controller, as it's reflected in this chart?

1 A She does.

2 MR. DITELBERG: Okay. Could we off the record for just a
3 moment? I may be done with this witness. I just want to
4 consult briefly.

5 HEARING OFFICER SMITH: Off the record.

6 (Off the record at 1:18 p.m.)

7 HEARING OFFICER SMITH: Getting ready to go back on the
8 record. Go ahead.

9 MR. DITELBERG: I don't have any further questions. I
10 would just move admission of Employer 11.

11 MR. MYERS: No objection to 11.

12 HEARING OFFICER SMITH: Employer 11 is received.

13 **(Employer Exhibit Number 11 Received into Evidence)**

14 HEARING OFFICER SMITH: You have no further questions?

15 MR. DITELBERG: I have no further questions.

16 HEARING OFFICER SMITH: Petitioner, would you like to
17 cross-examine the witness?

18 MR. MYERS: I would. Could I just take one moment, very
19 brief, off the record to organize my documents?

20 HEARING OFFICER SMITH: Yes.

21 (Off the record at 11:22 a.m.)

22 HEARING OFFICER SMITH: Proceed.

23 **CROSS-EXAMINATION**

24 Q BY MR. MYERS: Mr. Rankin, good morning.

25 A Good morning.

1 Q Yesterday you discussed your revenue streams. What
2 percentage of the revenue stream for your facility is derived
3 from payments pursuant to municipal contracts?

4 A I guess the question would be, would that be prior to us
5 paying our franchise fees or not? Because those are a pretty
6 hefty part of the revenue that we collect for the cities and
7 the counties.

8 Q Why don't you explain that, and then give me an answer
9 both ways.

10 A Okay. Our franchise encompasses regulations and
11 requirements for us to pay the cities and the county a portion,
12 and they are different for all of them. Some are 5 percent of
13 our revenues and some of are up to 10 percent of our revenues.
14 So we have a revenue stream at my division that would encompass
15 probably 65 percent of my revenue post-elimination, would come
16 from those franchises, and probably 72 percent before we
17 eliminated the franchise fees.

18 Q Okay. And your other -- let's take that 65 percent
19 number. What's the other 35 percent derived from?

20 A We have a disposal rate that we charge for activities
21 through the transfer station, both internally and externally,
22 so that is a revenue stream for the transfer station facility.
23 Then we have customers that dump for free. That is part of the
24 franchise agreement. And then we also have revenue streams
25 from our open-market business, which would be what we call

1 industrial services, and that is a pretty good portion of my
2 revenue, as well as the customers that pay when they come to
3 our dumping facility.

4 Q I'll stop you there.

5 A Sure.

6 Q So you have a disposal rate, you said internal and
7 external. Describe, what does that mean?

8 A For us to function and pay for the different lines of
9 business that we have, no different than Apex charging me to
10 dump at their facility and cover their costs, we charge monies
11 to dispose at our facility similar to if we were dumping at any
12 other facility. So those revenues are in my gross revenue
13 number.

14 Q I see. And you line item them differently from the monies
15 that might come under the municipal contracts; you consider
16 that money that comes from Apex in that instance?

17 A No, it would be monies that I would be charging to operate
18 my facility at the transfer station for my lines of business.
19 Possibly Henderson or whoever else would use my facility is in
20 their company charge.

21 Q But, in other words, the charge would go down in the books
22 as if Apex had been charged for that for dumping material at
23 your -- well, no, I mean I guess Apex might charge -- have an
24 internal charge for taking trash from your facility; is that
25 right?

1 A That's correct. That's an expense I have.

2 Q Right. And that would go on as revenue on Apex's books?

3 A It would be.

4 Q But ultimately the money that is being channeled and line
5 itemed as revenue from -- derived from Cheyenne's sale of trash
6 to Apex, as it were, the actual payment derives from the
7 municipal contract or other sources of external income that
8 come in; is that right? I mean you're -- in a sense, that
9 payment comes in to you as -- let me stop. Does the City of
10 Las Vegas actually pay Cheyenne transfer station directly or
11 does that go through Republic Services of Southern Nevada?

12 A We bill our customer on behalf of where they are located
13 within that franchise. So if I had a commercial customer who
14 was located in the City of Las Vegas, we would bill according
15 to the franchise rate, the rate that was approved by the City
16 of Las Vegas, and then we were give them their franchise fee
17 off of that revenue that we generated. So each one of my
18 customers is charged through our corporate billing system, and
19 then I'm given that revenue.

20 Q What about residential customers; do they -- are they
21 billed for their trash delivery or trash collection?

22 A Yes.

23 Q So there's no payment from the City on behalf of its
24 residences to you. Rather, you bill the individual customers?

25 A That is correct. With the exception of their dump

1 account where they do bring materials to us and we charge them
2 directly for that.

3 Q And you pay a portion of that back to the City as a
4 franchise fee?

5 A That is correct

6 HEARING OFFICER SMITH: I guess I'm not really seeing the
7 relevance as far as the municipal contracts, who is paying and
8 what they're sending out. I mean, what relevance is that to
9 the issue we've got here?

10 MR. MYERS: I don't know. I may have just got interested
11 in getting my head around it. I'll move on.

12 MR. DITELBERG: Actually, I think it does have some
13 relevance because he's shown, you know, sort of separate
14 intercompany accounting, you know, that the business units do
15 have separate identify, you know, within the employer's
16 organization in terms of inter-business unit accounting. And
17 also that there is a direct entrepreneurial revenue stream that
18 Cheyenne has in relation to individual customers, as opposed to
19 what Henderson or Apex might have. So I think it does have
20 relevance showing the separateness of the business units.

21 HEARING OFFICER SMITH: Thank you.

22 MR. MYERS: Well, then let's explore that.

23 Q BY MR. MYERS: So the rate that you charge your customers
24 in the City of Las Vegas, is that rate one that you determine,
25 that you and the City of Las Vegas negotiate, or is it one that

1 Republic Services negotiates with the City of Las Vegas?

2 A They are long-term franchises. Right now we are in the
3 middle of negotiating the City contract. And I did have input
4 into the current contract that's in front of the City.

5 Q You have input into that, and ultimately you're trying to
6 get the highest rate. But are you trying to get the highest
7 rate on behalf of Cheyenne or is the rate that you negotiate
8 going to apply to Henderson and Cheyenne, for example?

9 A The City is completely mine. So it would be only mine
10 that's being negotiated.

11 Q Okay, because the City is yours because of the
12 geographical location?

13 A Yes, I'm -- I own and operate in the city. Henderson does
14 not.

15 Q What about the County? I believe you said you and Mr.
16 Frances share the County, as far as that goes.

17 A We do.

18 Q So who negotiates -- is the County rate up for negotiation
19 from time to time?

20 A In 2035.

21 Q When was it most recently negotiated?

22 A I think in 2000 it went to a CPI indexed rate.

23 Q And you -- that's a single contract that provides a single
24 rate that is paid for, regardless of whether the service is
25 provided out of Cheyenne or Henderson, correct?

1 A There are different service levels, depending on where
2 they reside, yes. But the rates are established equally across
3 the whole Clark County, including the customers in Laughlin and
4 Searchlight.

5 Q Something else that you do out of Cheyenne is that you
6 have a industrial line of business. You have medical waste and
7 commercial that does not happen out of Henderson. Did I
8 understand you correctly?

9 A The commercial happens in Henderson.

10 Q The commercial happens in Henderson. Industrial doesn't,
11 only happens out of Cheyenne?

12 A That is correct.

13 Q And medical waste only happens out of Cheyenne?

14 A That is correct.

15 Q But notwithstanding, I assume for example with medical
16 waste, you collect medical waste from hospitals in Henderson.

17 A We do.

18 Q And you do that on behalf of the City of Henderson. I
19 mean, who -- under what contract would that -- is that with
20 individual hazardous waste producers?

21 A The franchises of all of the waste that we collect from
22 medical waste are included in all four of the franchisees. So,
23 yes, I would collect medical waste under the rate provided in
24 the Henderson franchise agreement, yes.

25 Q So it sounds to me, I mean, there are some geographical

1 separations. You're located in North Las Vegas, you're not
2 located in Henderson. But at least with respect to the County
3 and with respect to these lines of business like medical waste,
4 you are working in an integrated fashion with Henderson and
5 with Apex, because all this stuff has to go somewhere, to
6 provide the overall service that is required under those
7 agreements; would you agree with my statement?

8 A I would.

9 Q What is the market you said -- you mentioned a couple of
10 times in your testimony that -- I think you said that you ended
11 up with 75 percent of the market and Henderson ended up with 25
12 percent of the market. I can't remember exactly in what
13 context you were testifying. But what is the market, from your
14 point of view?

15 A That market I was discussing?

16 Q Okay. Let's start with that.

17 A That was the customer base that was assigned to the Sloan
18 transfer station by geographic lines, and I believe the entire
19 Sloan market was under the Clark County franchise. I don't
20 believe it had any City of Henderson. I was may have had out
21 there -- only because I don't have it now, I wouldn't know,
22 maybe out by Revere, out by the Anthem Country Club, possibly
23 there might have been a small percentage of Henderson
24 customers. So when we closed the Sloan facility, we redrew our
25 physical boundaries in the community, and I took 75 percent of

1 the work, which was basically everything west of I-15, and
2 Henderson to everything that was in the Sloan market that was
3 east of I-15. And they had about 25 percent and I had about 75
4 percent of the that work.

5 Q Okay. Let's move on to get into the Cheyenne yard. First
6 of all, can you describe the Cheyenne yard? It's 47 acres.
7 What does it look like and what are the different facilities
8 there?

9 A On my side of the street, which is the west side of the
10 street, we have three buildings. We have W1, which is our
11 maintenance facility that takes care of maintaining all my of
12 fleet of trucks. W2 is the actual physical building for
13 transfer station, and that's where we dump, load and transfer
14 out materials to different destinations. And the other
15 building is W3, which is the office building where I reside, my
16 HR manager and most of my supervisors. And then right outside
17 of that office building is what we call the sheds. There are
18 two really small sheds that aren't numbered. And that's where
19 the outside employees take customers as they present themselves
20 to our business.

21 Then when you cross the street on the other side of the
22 street, we call that the east side. Building E1 is formally
23 known as the annex building. That houses our industrial
24 dispatch office, medical waste dispatch and some supervisory
25 roles. Then we have Building E2, which is our weld shop and

1 also medical waste autoclaves are in Building E2. That's a
2 fairly large building, like our maintenance shop. And then
3 Building E3 is our paint and body repair shop, where we house
4 all of our paint and body work.

5 Q The sheds are located directly outside of W3?

6 A That is correct.

7 Q And I believe you testified that sometimes the
8 classification of employees that maybe we'll refer to as gate
9 attendant/scale operator being the corporate designation,
10 sometimes those employees work as, quote/unquote, shed
11 employees and sometimes they work as spotters. Is that
12 correct?

13 A Yes, they are dual roles.

14 Q When they are working as spotters, where are they working?

15 A Inside of Building W2, which is the transfer station, in
16 the public dumping area and at the entrance to that facility.

17 Q There is a public dumping area inside W2 and an entrance
18 to the facility?

19 A And a separate exit.

20 HEARING OFFICER SMITH: You said they rotate between
21 spotters and the other positions, being scale operators and
22 gate attendants?

23 THE WITNESS: Gate attendants, yes.

24 HEARING OFFICER SMITH: So that's what they are normally,
25 gate attendants or spotters?

1 THE WITNESS: We call them shed employees, but --

2 HEARING OFFICER SMITH: Okay.

3 THE WITNESS: Corporate designation is gate
4 attendant/spotter.

5 Q BY MR. MYERS: Now, this transfer station building, W2,
6 can you describe that for me?

7 A It is a building that was built in 1982. It is 230,000
8 square feet. It's three stories. In that there's two ramps on
9 either side, Ramp 1 and Ramp 2, that are 25 feet higher than
10 the actual dumping pit that's in the middle. So it's got a
11 long alley in the middle. It's about 130 feet across, 25 feet
12 deep and probably 320 feet long. And that's where the waste is
13 dumped out of the trucks and where we also push the public
14 waste into that.

15 On the front side of that, on the south side of that
16 building is the public dumping area that is approximately a
17 200-by-200 square with two doors, an entrance and an exit.
18 That's where the public would come in and dump, and we would
19 push that material into the transfer station. Then on the back
20 end, on the north side, there are two below-grade tunnels where
21 the dozers and the heavy equipment would load the trash into
22 the top of trailers that are transporting the waste to Apex.

23 Q What are the classifications of employees who work in
24 Building W2? I understand some of them are going to be union,
25 and then we've got the spotters, or at least we have these gate

1 attendant/scale operators when they're serving in the role of
2 spotter. Why don't you take me through -- who is working in
3 that area?

4 A When I describe it, do you want me to tell you if they are
5 union or nonunion?

6 Q Sure.

7 A Okay. We have heavy equipment operators. They are union.
8 Part of 631 Teamster contract. They would operate most of the
9 large equipment, and we also have a tamper that helps load the
10 top of the trucks after they come out of the tunnel. And they
11 operate that as well, because that's a piece of equipment that
12 we consider part of the contract negotiated job positions.

13 Then we have Utility 1, Utility 2 employees. Their main
14 task is to keep debris picked up, clean the areas, maintain the
15 facility in a presentable manner. We have a street sweeper
16 that sweeps the yard. We have some people that will pick up
17 dropped debris. Most times debris that falls off of a truck as
18 they are coming or going. Utility 1 and Utility 2, which are
19 the ops laborers on that original flow chart, are doing those
20 tasks and they are --

21 Q I'm sorry to interrupt you. The original flow op is
22 Employer 11?

23 A Yes. The very bottom category says ops laborer. I think
24 there's 11 employees indicated.

25 Q Thank you.

1 HEARING OFFICER SMITH: And you said "street sweeper." Is
2 that one of the Utility 1, Utility 2?

3 THE WITNESS: Utility 2 is that position, yes.

4 HEARING OFFICER SMITH: Okay.

5 THE WITNESS: For clarification, we have ten Utility 2s
6 and one Utility 1.

7 Q BY MR. MYERS: Have you named all the classifications of
8 employees who work in W2?

9 A No.

10 Q Okay, keep going.

11 A So then we have the gate attendants/spotters that would be
12 in there that would be working in that area. And then we have
13 two heavy equipment mechanics that are in the shop
14 organizational structure that work on the yellow iron, the
15 heavy equipment that's in W2. So they are in there as well.

16 Q Are they union?

17 A They are union. They are covered by the mechanics
18 classification in the Teamsters contract. And we would have
19 supervisors and managers that would be in that facility as well
20 that are nonunion. We have different requirements for them to
21 be in that area for different reasons, according to our
22 operating permit and agreements with OSHA and different
23 inspection activities. And then we would have contracted
24 third-party vendors that would be in there doing repairs, you
25 know, stuff like that. So that should be everybody that's in

1 there on a day-to-day basis.

2 Q All of the employees who are employed there, and I'm
3 excluding contractors and I'll exclude supervisors and
4 managers, but all of the classifications of employees that you
5 described there are union, except the gate attendant/spotters.
6 Am I correct?

7 A Yes.

8 Q What interaction do the gate attendant/spotters have with
9 any of the other union classifications?

10 A They work --

11 MR. DITELBERG: I'm just going to throw an objection or
12 question out there. This isn't really increasing our unit
13 clarification --

14 HEARING OFFICER SMITH: This goes directly to the residual
15 unit issue.

16 MR. DITELBERG: All right, okay.

17 THE WITNESS: They have to be aware of the heavy equipment
18 moving through the facility. They are not involved in
19 directing or telling them what to do. So when the public is
20 dumping, they would spot the customers in there to dump, and
21 then the operator would indicate to them when they need to
22 clear that area and move that trash, and so then the spotter
23 would then stop the public coming in and hold them outside
24 while the operator performs their duties and goes through.

25 They would also be aware of the mechanics that are working

1 in there, because they may not have the full access to their
2 dumping if there's a piece of equipment they're working on
3 that's not in the maintenance area, but out in the open area.
4 So they would have to work around the traffic flow with that
5 equipment in the facility. I think that would be the only
6 interaction that would take place.

7 The Utility 2 people are cleaning different areas with
8 what we call skip loaders. They have no interaction with the
9 scale or gate attendant/spotters. Their work doesn't overlap.

10 Q BY MR. MYERS: Okay. With respect to the communication --
11 I'm sorry. So the gate attendant/spotters are communicating
12 with the heavy equipment operators. Did I name the
13 classification correctly? In terms of this communication that
14 has to take place about clearing the area from public dumping
15 and so forth. Describe that more specifically, if you would,
16 better.

17 A The operators, in their normal course of business, are
18 required to push trash.

19 Q Uh-huh.

20 A And load that trash. So it's their responsibility to make
21 sure that the facility is functioning for our customers and our
22 trucks to be able to operate inside that facility. So the
23 operators are required to push that waste that the public is
24 dumping, and the spotter's interaction would be to stop public
25 from coming in to allow the operators to do their job. The

1 operators determine when they are going to push the trash, and
2 they would pull out and make an indication to the spotter to
3 stop traffic on their behest to allow them to do their job.

4 Q So if I'm a resident of Clark County and I'm coming with a
5 bunch of stuff in the back of my pickup truck, we'll get to the
6 gate people in a minute, but when I've been told to go over to
7 the W2 --

8 A Uh-huh.

9 Q -- the spotter is going to guide me in and tell me where
10 to go. But in doing so, the spotted is going to communicate
11 with the operator who is clearing the area of trash that other
12 public customers have dumped and so forth. Have I said that --

13 A No, they don't communicate with the operator or the
14 placement of the trucks in there. The only communication is
15 when the operator needs to push the public area. For safety
16 reasons in our permit requirement, different than the others,
17 we don't allow any private people, customers, inside that
18 building while that operator is operating that heavy equipment.

19 Q I see.

20 A So he will indicate to the spotter to stop traffic, get
21 everybody that's dumping to clear out, and they will all leave
22 when they're finished dumping. Then the operator will go do
23 his task. So the operator and the spotter are not working
24 together, because they're not working on the same floor. The
25 operator is in the pit until he's ready to push the traffic,

1 push the public pit.

2 Q Okay. Got you. The other classification that you
3 described there is Utility 1 workers and that's a union
4 position, correct?

5 A There is only one of those.

6 Q There is one Utility 1?

7 A Yup.

8 Q Is that a paper picker?

9 A No.

10 Q What is the difference between a paper picker and a
11 Utility 1?

12 A Well, a paper picker, from my knowledge of the landfills,
13 is out picking up windblown litter that is coming off the
14 working face and most times contained by fences, by -- I guess
15 plants and foliage in the desert that would catch the paper.
16 So they are out working en mass, working large massive areas to
17 pick up windblown litter. That's a paper picker.

18 Q Okay. And a Utility 1, what's the job duty there?

19 A Utility 1 does janitorial service and does general
20 facility cleanup. We of course don't have massive amounts of
21 windblown litter. Most of the work they clean up,
22 unfortunately, is from the union employees cleaning out the
23 cabs of their trucks before they go out on route. When they
24 leave there's a mess in the yard from them throwing out water
25 bottles from yesterday or somebody's dirty gloves that are left

1 in the truck.

2 Q Okay.

3 A So that's what they're cleaning up.

4 Q So let's move over from W2 back over to the sheds.

5 A Sure.

6 Q Before I do, at any given time I believe you testified
7 that there might be one or two spotters on shift. Did I
8 recollect correctly?

9 A Yes. And there are other tasks that I mentioned yesterday
10 and I want to clarify again.

11 Q Uh-huh.

12 A When that customer arrives at the entrance to the transfer
13 station, W2, they are taking the ticket for an audit process.
14 So they're checking to make sure the load was correct. And
15 those tickets are then verified at the end of the day to make
16 sure they're all accounted for, as I told you earlier, there's
17 a range of tickets that we use in a given day. And all those
18 tickets have to be accounted for for an audit process. They
19 are also checking to make sure the customer appears to be
20 charged correctly.

21 So that's why they are interchangeable with the shed
22 people, because they do both activities, and we want to rotate
23 them so there's no -- nobody in, quote/unquote, cahoots with
24 each other to offer a different rate to somebody that didn't
25 deserve it.

1 Q So the employees are generating that ticket in the first
2 place are the shed employees, and then the employee who
3 verifies that ticket on the other side is the spotter? Is that
4 fair?

5 A But in a given day one person would do both activities.

6 Q No, I guessed that. But it's the ticket that was
7 generated by the gate employee?

8 A The gate employee, the shed employee.

9 HEARING OFFICER SMITH: Before we move on to the shed, as
10 far as these spotters, do they have any interaction with the
11 Utility 1, Utility 2 people?

12 THE WITNESS: No.

13 HEARING OFFICER SMITH: Do they have any -- so they do
14 interact, though, with the operators? So the operators can
15 communicate when they need to do a push of material, correct?

16 THE WITNESS: Yes.

17 HEARING OFFICER SMITH: Do they --

18 THE WITNESS: Well, the operators communicate to them.

19 HEARING OFFICER SMITH: To the spotters?

20 THE WITNESS: Yeah. The spotters don't direct the
21 operators. It's the other way around. I want to make sure
22 that's clear. The spotters don't tell the operator to come
23 clear the floor. That's the operator's responsibility.

24 HEARING OFFICER SMITH: The operator is telling them they
25 need to do it and the spotter then directs traffic accordingly.

1 THE WITNESS: The spotter stops the input of customers.

2 HEARING OFFICER SMITH: What about the heavy equipment
3 mechanics; do they have any interaction with the spotters?

4 THE WITNESS: Other than they're working on a piece of
5 equipment that may be in the middle of where they may have
6 wanted to dump a truck. So they see that the facility is
7 occupied by a dozer that is a large piece of equipment, so it
8 may change the way traffic flows through the facility. But
9 they don't have any direction or, you know, they're in the same
10 building. So I wouldn't say they don't say hi and know their
11 name, but they don't have been any job interaction.

12 HEARING OFFICER SMITH: So if the heavy equipment
13 operators have to work on some heavy equipment that's out --

14 THE WITNESS: The mechanics.

15 HEARING OFFICER SMITH: The mechanics.

16 THE WITNESS: Yes.

17 HEARING OFFICER SMITH: -- where it might be affected by
18 traffic flow, then they've got to communicate with the spotters
19 to have the traffic flow diverted or stopped, don't they?

20 THE WITNESS: No. The way it's set up, there's a
21 maintenance area and there's an area that we clean and work on
22 the equipment. And sometimes that area is a little more
23 cumbersome on the exit. So the customers leaving have to drive
24 around it. But again, we don't -- there is no flow plan on the
25 floor. We try to dump on the edges, and it keeps encroaching

1 in the middle until it's full, and then we also dump toward the
2 actual open part of the pit.

3 So all it would be is they would know that that piece of
4 equipment was there, and we park our idle machines there as
5 well. So we have spare equipment and it would be parked in
6 that same or similar spot. So I don't think I would say that
7 they have any interaction.

8 HEARING OFFICER SMITH: Thanks.

9 Q BY MR. MYERS: This communication, I understand it's the
10 operators who direct the spotters, not vice versa, but in both
11 cases it's a company policy, I guess, a safety policy to clear
12 the public out of W2 when the operators are going to push the
13 public dump; is that a correct statement?

14 A That's my policy at my facility.

15 Q It's your policy at your facility. And the operators and
16 the spotter are both expected to coordinate with each other in
17 order to effectuate that policy; is that a fair statement?

18 A Yes.

19 Q With respect to the Hearing Officer asked about
20 interaction between Utility 1 and Utility 2, and there's the
21 gate scale operators. I notice from Employer 11 they are both
22 under the direct supervision of Lisa Lattimore; am I correct?

23 A No, she is a supervisor for Armando. Her main task is the
24 mod duty program. But in his absence she would give some
25 direction to those employees. Included in that, that's not on

1 that flow chart, would be the operators that are also union
2 that would be on that flow chart. Armando oversees those
3 operators as well, union employees.

4 Q The operators being?

5 A Heavy equipment operators.

6 Q Oh.

7 A They would be under his too. That's why I was pointing
8 out that there is no union employees on this whole org chart,
9 which is 600-some employees. And those ops laborers are the
10 only ones that are on there. So the union heavy equipment
11 operators are not on there that are also on Armando's purview.

12 Q So under Armando's purview are heavy equipment operators,
13 Utility 1 and 2 are op laborers, as is described here, and
14 gate/scale operators.

15 A And Lisa Lattimore and any employee that's on modified or
16 light duty.

17 Q Okay.

18 A As assigned.

19 Q And Lisa Lattimore is under Armando Teijeiro, but
20 effective her job is to assist in supervising or to supervise
21 in his absence?

22 A Yes.

23 HEARING OFFICER SMITH: So Lisa Lattimore does not
24 supervise. I think I had this in my notes also. that Lisa
25 Lattimore -- I had that she supervised the gate and scale

1 operators underneath Armando; is that correct?

2 THE WITNESS: In his absence. She doesn't set their
3 priorities, no. To clarify why her activity is tied to
4 Armando, the mod duty employees that we put into activities at
5 our facility are paid according to our state laws on Workers'
6 Comp, but they will interact -- and they are union when they're
7 interacting as well -- they will interact with the Utility 2
8 people at a pretty regular basis because some of the duties
9 that we're going to use to help rehabilitate those employees
10 parallels with the utility people.

11 So, for instance, the utility people may be working on,
12 you know, painting the curbs, our parking blocks, whatever the
13 facility needs done. The Utility 2 people would be doing that.
14 And at time we may give that assignment to a mod-duty employees
15 and maybe paint the curbs yellow more often to help give them
16 rehabilitation opportunities. Utility people have some duties
17 to check certain things within the yard, such as our CNG
18 fueling lines and things like that. Sometimes we will give
19 that checklist to a mod-duty employee to go do. And there are
20 other mod-duty jobs that would not be specific to being similar
21 with utility.

22 So Lisa's interaction with managing the modified-duty
23 employees also has her having some interaction with the Utility
24 2 employees, because they are going to overlap in some of their
25 tasks to help accomplish what we need done for the day.

1 HEARING OFFICER SMITH: So when these Utility 2 people are
2 out doing their jobs, you said them or light-duty may be out
3 painting curbs and stuff like that, are there any circumstances
4 where they need to communicate with the spotters to have the
5 spotters do anything, control traffic or anything like that?

6 THE WITNESS: No, the Utility 2s don't work in the public
7 area.

8 Q BY MR. MYERS: Do workers on modified duty every work in
9 any of the -- either the gate operation, shed operation or as
10 spotters?

11 A No.

12 Q How many heavy equipment operators are employed at
13 Cheyenne?

14 A 13, I believe.

15 Q Now, getting back to the shed. The shed is located
16 outside W3?

17 A Yes.

18 Q All right. Tell me exactly what they do at the shed.

19 A They accept customers that are going to come to the
20 facility. The customer has several options of how they are
21 going to take care of their business there. Some customers are
22 under our franchise agreements for all four franchises, which
23 allowed a residential customer in good standing, meaning they
24 are current with their garage bill, and they are bringing waste
25 from their residence alone. So they would normally have a

1 garbage bill that shows that they've paid, and a driver's
2 license showing that address, and present that waste to us.
3 The shed employee would go into our billing system to make sure
4 the account is correct. It's a corporate billing system.

5 And then they would process a ticket through our trucks
6 scale system, which is a way to track activity in a post-
7 collections facility, which a transfer station and landfill
8 are. So all post-collection facilities across our whole
9 company use the same trucks scale system. And would generate a
10 ticket, which would identify the measurement of the truck, how
11 much material they're going to dispose, the type of waste that
12 they determined it was to be, and then whether it was a free
13 charge under the franchise agreement or if it was charged to an
14 account or paid for cash.

15 Along with that, they also record the customer's name. If
16 it's a resident it would show when they pull up their account
17 number, and it would print on the ticket resident and then
18 their address to match their driver's license. Or it could be
19 a ticket that generates money.

20 But the last thing that they do on every load is they
21 track the license plate number of that vehicle. The intent of
22 that is because we are tasked with the franchise agreements to
23 not let people dump for free that should be paying. Because
24 the County and the cities get a cut of our revenue. They want
25 to make sure that we're not just letting anybody come in and

1 dump for free.

2 So we have a process where we track the license plates.

3 So we would then know if somebody was abusing it. And we run a
4 report to see how often that license plate may come in. The
5 shed people do that with Armando's help. And then we would
6 possibly do what we call a survey, which would mean we take one
7 of our shed employees and they would get in one of our vehicles
8 and they would drive out into the community, and go to the
9 address and look and see if that material typically is coming
10 from that home.

11 I'll give you a for instance. A customer comes in and
12 dumps what we classify as yard waste four times in a month.
13 And they make a note that it was palm fronds, four times. So
14 four times in a month is a pretty big volume for a free dumper.
15 So they could go out to the residence and see if, yeah, there's
16 a whole bunch of trimmed palm trees. Then it would make sense.
17 But if they go out there and there's no palm trees or the palm
18 trees still need to be trimmed, we would then survey the
19 customer and notify them that the material they're trying to
20 dump from free didn't come from that home. So we would then
21 ban them by license plate number and account that they can't
22 dump for free anymore.

23 HEARING OFFICER SMITH: The group of employees that you're
24 talking about right now, as far as that, which group was that?

25 THE WITNESS: That's the shed and spotters.

1 HEARING OFFICER SMITH: Shed and spotters?

2 THE WITNESS: They do that.

3 Q BY MR. MYERS: I think the corporate domination is gate
4 attendant/scale operator. But around Cheyenne they're called
5 shed employees and spotters; is that correct?

6 A That's correct, the outside people we've been talking
7 about.

8 Q And they are supervised by Armando?

9 A Yes.

10 Q All right. Well, you said a mouthful there, but --

11 A I apologize.

12 Q No, no, don't worry about it. It's understandable.

13 HEARING OFFICER SMITH: Their primary responsibility,
14 though, if you could -- of those different tasks that they do,
15 which occupies most of their time? What's their primary
16 responsibility?

17 THE WITNESS: For the people in the shed?

18 HEARING OFFICER SMITH: Yes.

19 THE WITNESS: Measuring and charging customers according
20 to our agreements, and charging could be free, but we still
21 monitor and track the volume by type, because we also need to
22 know what temperature was coming into our facility.

23 HEARING OFFICER SMITH: And when you say measure, you're
24 talking about weight?

25 THE WITNESS: No. Tape measure.

1 HEARING OFFICER SMITH: Tape measure --

2 THE WITNESS: We charge --

3 HEARING OFFICER SMITH: -- okay.

4 THE WITNESS: -- by cubic yard. There's --

5 HEARING OFFICER SMITH: Okay.

6 THE WITNESS: -- no scales there.

7 Q BY MR. MYERS: I was going to ask because I sort of
8 gathered that though in your testimony yesterday. So they're
9 -- they're called scale operators, gate attendant slash scale
10 operators under the corporate description, but at Cheyenne,
11 they don't operate scales?

12 A They are just gate attendants.

13 Q And they -- they measure with a tape measure to get the
14 volume of the material that's coming in?

15 A That is correct. And then they calculate cubic yards off
16 the length, width, height and that goes into a chart that tells
17 us how much we would charge them.

18 Q All right.

19 A And there's minimums as well.

20 Q Okay. And the gate master position, are they interacting
21 with any other union employees?

22 A The gate attendants?

23 Q Yeah. When --

24 A No.

25 Q When they're functioning as gate attendants?

1 A No.

2 Q Are union trucks driving by the area or are the union
3 trucks coming in in different areas?

4 A They would not use their lanes at all, no.

5 Q Could you just describe in -- sort of in a functional
6 sense why -- I'm not questioning it, but to just get your own
7 explanation -- why the gate scale operators are under Armando
8 Teijeiro's supervision?

9 A The corporate designation of a post-collections facility
10 is the -- either a landfill or a transfer station. This is a
11 transfer station. So they are required to monitor and charge
12 for waste coming into that transfer station and maintain that -
13 - that process all the way through. So Armando, because we
14 have a large facility, also has the utility people that help
15 take care of the facility as well. So it's a natural
16 progression that the gate people would work with the post-
17 collections group that is managing the gate.

18 You can have a transfer station without a hauling company.
19 My building could be removed, the shop could be removed and we
20 would still have gate and spotters with a transfer station. In
21 many places in the company, they are stand-alone operations.
22 So it fits the -- in the corporate structure, the gate
23 attendants, scale operators are part of a post-collections
24 function, which is under Armando.

25 Q And, I'm sorry, the other classifications that work under

1 the post-collection function would be what?

2 A Utility -- well, post collections would be operator --
3 heavy equipment operators, heavy equipment mechanics. And then
4 at our facility, in the Union contract, we have utility 1 and
5 utility 2 that -- and the utility 1 is never in the transfer
6 station building itself. That person is doing janitorial
7 services away from that building completely. The utility 2 may
8 be on the perimeter of that building cleaning up where the
9 trucks park next to that building or they clean the scales
10 underneath.

11 Part of the utility 2 description is running the skip
12 loader. So the -- the load-out scales on the bottom are
13 managed, and there there's a lot of interaction between the
14 utility 2 and the operator because they have to tell the
15 operator that they're going to be under there for safety
16 reasons. So there's a lot of coordination with the utility 2
17 and an operator on a -- on an hourly basis for sure.

18 Q All right. So just a word about these dispatchers because
19 that had originally come up as a -- as a classification that --
20 at least in the Employers' original position had some bearing
21 on this matter, but I understand does not but -- now. What is
22 the job functions of these dispatchers? You testified to that,
23 but I'm going to ask you to say the again so that I can ask a
24 couple of questions. Go ahead.

25 A I -- I guess I'd -- I'd ask if there's a -- if you want a

1 differentiation between the ones we thought we were going to
2 add or the -- all of the dispatchers? Because on this there's
3 a list of 16 of them under Renee Caseman.

4 Q I see. What --

5 A And we had only talked about four of them at my facility.

6 Q Well, let's talk about those four. What -- what's up with
7 them? What do they do?

8 A Those four operate the inbound scale for our internal
9 trucks and operate a computer program that -- that tracks that
10 by weight; different than the -- the shed employees. They also
11 manage our radio traffic. They're a dispatcher. They're
12 taking care of opportunities to help the business run better,
13 whether it's talking to a road-call mechanic who is calling 9-
14 1-1, whether it's answering a customer call who may call that
15 -- that one chair that's the gate -- or the scale chair is
16 operated and manned 24/7 because that position is always
17 occupied.

18 Along with those duties, it's not constant to be running
19 the scale, so they also interact with taking office duties such
20 as taking phone calls for employees, both union and nonunion,
21 that may be calling off of work. I would call that managing
22 the call-in line. They'll take care of doing some payroll
23 functions through our Kronos payroll system or workforce
24 central, we call it now.

25 So they will work on those types of things. They print

1 reports to give us information. They will key data from our
2 route activities as well. So there's -- there's a lot of
3 activity there. They do use radios to talk to the drivers on
4 the scale and take breakdown calls to dispatch that work as
5 dispatcher to the shop or to a tow truck for repairs and the
6 field.

7 Q The -- okay. So when they're operating the scale, they're
8 actually do it from a computer module inside of W2. Is that a
9 correct --

10 A W3 --

11 Q -- statement?

12 A W3.

13 Q W3?

14 A Yes.

15 Q Yes. I'm sorry. W3. All right.

16 A There's a --

17 Q So they're --

18 A -- window --

19 Q -- not actually out there directing the driver onto the
20 scale and so forth? The driver drives up and knows where to --
21 where to land, so to speak, and the -- the person operating the
22 scale is doing it remotely?

23 A That is correct. It's fairly automated. There's an
24 outside reader board that would show the scale weight. So the
25 driver doesn't even have to ask what his weight is. And then

1 there is a light outside that the scale operator determines if
2 he should go up to side one or side two, because there's two
3 different dumping locations up in the pit. So he directs them
4 evenly so we have an even flow of trash into the pit.

5 Q Who -- who does that?

6 A The scale operator. It's just a little lever that lights
7 up two different lights.

8 Q Okay. And meanwhile it sounds like the scale operator is
9 not so busy operating the scale that he or she doesn't have
10 time to perform all these other duties or some of these other
11 duties; is that right? It's sort of an integrated position?

12 A Yes. They're all in the general office area. So they
13 all, you know, share those duties. But somebody always has to
14 be at that seat. If they go to the rest room, somebody would
15 have to be there when they go to the rest room.

16 Q Okay.

17 A It would be another scale -- or another dispatcher would
18 fill in for them.

19 Q The -- I should have asked, when -- getting back to the
20 gate attendant function, when they're generating the ticket and
21 measuring the volume of the material coming in, I assume when
22 they generate the ticket, they're using some kind of computer
23 terminal; is that --

24 A Yes.

25 Q -- a fair assumption? And I think you may have said it,

1 but let me make it clear; is that the same program and the same
2 data entry requirement as is performed at Henderson?

3 A I don't know.

4 Q Okay. Well, you said it's a corporate --

5 A Well, the -- the trucks' -- the trucks' computer program
6 is corporatewide. It's the same everywhere.

7 Q Okay. The programs are?

8 A But I don't know the data requirements of what they ask
9 them to enter in. They may have different requirements. I
10 don't take any Henderson customers --

11 Q Okay.

12 A -- so their requirement for how they manage the Henderson
13 customers coming in there I know is different than our
14 customers.

15 Q Okay. You testified that there are some specific
16 permitting requirements that you are aware -- that you know are
17 specific to the Cheyenne operation and that you've developed
18 some protocols to respond to?

19 A Yes.

20 Q Are these written protocols?

21 A They are in our operating permit. There are sections in
22 our operating permit --

23 Q Well, I guess --

24 A -- that are part of a public document.

25 Q Right. But you said there seemed to be some work rules

1 that are -- that your gate operators are required to comply
2 with or else they might face discipline. Did I get your
3 testimony correct there?

4 A I -- I would like to refer back to a document that I had
5 yesterday.

6 Q Well, I don't want to know about the refrigerator thing --

7 A Well --

8 Q -- right now. I --

9 A But that --

10 Q I actually --

11 A -- that is -- that is part of that operating plan that's
12 in our -- that's where this document would be found is in our
13 operating permit.

14 Q Okay. Well, so is this the only one? I mean you --

15 A No. There's -- there's many. This was an example.

16 Q This is an example. Are these -- so are those documents
17 -- are these work rules that are given to employees or are
18 those sort of internal guidelines that sort evidence that the
19 employer is complying with its permit requirements?

20 A When -- when the inspectors come, they would be managing
21 their inspection to these regulations that our employees
22 follow.

23 Q Right. So these are not -- and I'm scrambling around for
24 the document. I think the one you're --

25 A It's E-8.

1 Q -- referring to is -- okay. E-8. So E-8 is not a
2 document -- a set of work rules that is actually given to the
3 employees?

4 A It's not an independent document that would be -- I guess
5 I don't understand the question.

6 Q Do you -- do you hand employees a copy of E-8?

7 A I don't know if they're handed a copy. They're trained on
8 it.

9 Q Okay. And with respect to -- and you said this is just an
10 example of documents that are generated to show compliance or
11 to effectuate the requirements of the permit. Are any of those
12 documents handed to the employees?

13 A Not that I'm aware of.

14 Q You said --

15 A It's taught to them in their training on how they would do
16 their job.

17 Q Are these written training modules that you have
18 developed? I mean -- I don't know. Sometimes training is done
19 by a computer where people log in and go through a series of
20 questions on the computer. Have you done any of that with
21 respect to these training requirements?

22 A Pursuant to our operating permit?

23 Q Right.

24 A No. There's no computer-based training for that.

25 Q Is there an instruction manual that's given to the

1 employees to fill out? I don't know, maybe a test or something
2 like that?

3 A No.

4 Q All right. Let's talk about wages.

5 MR. MYERS: So I was given a document this morning and I
6 didn't -- I haven't had an opportunity to make a copy of it.
7 Before I ask the witness about it, should we -- does it make
8 sense to get copies of it? Or what do you suggest?

9 HEARING OFFICER SMITH: I think so.

10 MR. MYERS: Okay. Let me see if there are any other
11 documents --

12 MR. DITELBERG: I would also say if we're making copies,
13 we're prepared to stipulate to the distance and mileage exhibit
14 that I think the Union was proffering. I don't have a copy of
15 it. I think they may have taken it back when we did not
16 stipulate yesterday.

17 MR. MYERS: P-2.

18 HEARING OFFICER SMITH: So you're willing to stipulate that
19 the distances listed in there are accurate?

20 MR. DITELBERG: Yes.

21 HEARING OFFICER SMITH: Okay. So, with that -- and you
22 agree with that stipulation?

23 MR. MYERS: Yeah.

24 MR. DITELBERG: Yeah. I --

25 HEARING OFFICER SMITH: Okay. So that's --

1 MR. DITELBERG: I'm sorry. I would just make -- point out
2 one aspect of the document. I think it includes, you know,
3 Sahara. And obviously, you know, the parties have a difference
4 of opinion in terms of the relevance of that location to these
5 proceedings. But we do stipulate to the -- to the mileage and
6 distance.

7 HEARING OFFICER SMITH: Okay. Understood.

8 And would you like to go ahead and offer Petitioner's 2?

9 MR. MYERS: Sure. I'll offer Petitioner's 2.

10 HEARING OFFICER SMITH: Okay. Petitioner's 2 is received.

11 **(Petitioner Exhibit Number 2 Received into Evidence)**

12 HEARING OFFICER SMITH: And the stipulation is received
13 also.

14 MR. DITELBERG: Yes.

15 MR. MYERS: Okay. May I -- I forget -- are we on the
16 record?

17 HEARING OFFICER SMITH: Yes.

18 MR. MYERS: Okay. So let me just ask the witness a
19 question relevant to Petitioner 2 so that it doesn't get lost
20 in the mix.

21 Q BY MR. MYERS: Now, it's -- between Cheyenne and Apex is
22 about 50 -- almost 57 miles. Have you driven that route?
23 You've driven up to Apex?

24 A I have, yes.

25 Q Easy -- easy question.

1 A Yes.

2 Q Is it densely populated between here and there or is it --

3 A The first six or seven miles is and then you get out of
4 the city and then you go out of North Las Vegas and then you go
5 through the industrial area out there toward Apex.

6 Q Is it an industrial park or what is it?

7 A Well, there's the speedway, there's Manheim Auto Auction.
8 And then once -- Ritchie Bros. is on the way. There's some
9 businesses on the left-hand side, the Nevada Coach Inn. And
10 then once you get to the Apex off ramp, there's a truck stop
11 and there's a whole industrial park out there now that is
12 building where hopefully the Faraday Future's plant will be.

13 Q Okay. Thank you. No further questions.

14 THE WITNESS: Sure.

15 MR. MYERS: All right. Maybe we can decide what we want to
16 do with this document, Hearing Officer, the -- the one I need
17 to get photo copied.

18 HEARING OFFICER SMITH: Did you say you have no further
19 questions or --

20 MR. MYERS: No. I mean --

21 HEARING OFFICER SMITH: -- just right at this point?

22 MR. MYERS: -- on that issue.

23 HEARING OFFICER SMITH: Okay.

24 MR. MYERS: On that issue. Sorry.

25 THE WITNESS: Damn.

1 HEARING OFFICER SMITH: Yes, let's take care of the copies.

2 (Off the record at 12:21 p.m.)

3 MR. MYERS: I -- I was going to inquire, or maybe there's a
4 stipulation regarding Lisa Lattimore's 2(11) status that can be
5 reached. I don't know enough to --

6 Josh, is Lisa Lattimore -- would you be willing to
7 stipulate that she's a 2(11)?

8 MR. DITELBERG: Yes.

9 MR. MYERS: Okay.

10 HEARING OFFICER SMITH: And the basis for that stipulation
11 is?

12 MR. DITELBERG: It would be responsibly directing work. I
13 might have to ask the witness, or the Hearing Officer can, in
14 terms of other statutory bases for her supervisory status.

15 HEARING OFFICER SMITH: Does she have any role in hiring,
16 firing or discipline?

17 THE WITNESS: Discipline, yes, which could lead to
18 termination.

19 MR. DITELBERG: Okay.

20 HEARING OFFICER SMITH: Okay. And with that basis, I
21 receive the stipulation that she's a 2(11) supervisor -- you're
22 offering the stipulation?

23 MR. DITELBERG: Yes.

24 MR. MYERS: Yes, I'd like to --

25 HEARING OFFICER SMITH: The stipulation's received.

1 MR. MYERS: Thank you.

2 Q BY MR. MYERS: And before we do the -- ask you about the
3 -- the wages, as I said I was going to, let me ask you about
4 another matter that I don't want to get lost.

5 I understand that your testimony that there's no
6 interchange of these employees from Cheyenne to Henderson to
7 Apex in the sense of being -- workers being assigned to go
8 cover at different yards based on needs that may arise on a
9 weekly or monthly basis and so forth, I understand that. I
10 understand also from your testimony that there's been some
11 transfers on a permanent basis, people taking jobs, people who
12 may formerly have worked at Cheyenne who now are working at
13 Henderson in some capacity or -- that's just an example. You
14 mentioned a Misty and I'm not sure if I caught all the names
15 that you mentioned.

16 But what I -- let's start with that. Are there instances
17 in which workers who are gate scale operators, either who used
18 to be gate scale operators at Cheyenne or who are now gate
19 scale operators at Cheyenne, have transferred from a gate scale
20 operators position at a different facility?

21 A No.

22 Q Okay.

23 A There would be a job posting and we would take
24 applications off of the job postings from our process I had
25 described where the corporate recruiters will forward us job

1 applicants and we would then review those applicants and then
2 make a job offer pursuant to skills qualifications and
3 abilities.

4 Now, the -- the natural opportunity of the employee that
5 has knowledge in our Anaheim location in the truck state
6 operation or even at Cheyenne would have more knowledge of that
7 business, they might be a higher qualified employee, so they
8 may get the opportunity to get the job offer over a nontrained
9 or nonknowledgeable person. But they don't transfer. They
10 would actually bid for an open position and go through an
11 interview process and receive a job offer for that position.

12 Q So I'll put aside the word transfer, because it -- it --
13 maybe it's a loaded term. But have any of -- any employees who
14 were previously employed at Apex or Henderson been hired into a
15 gate scale operator position at Cheyenne?

16 A I don't believe so.

17 Q What about the opposite, have any of the gate scale
18 operators who were previously employed at Cheyenne been hired
19 into a gate scale operator position at one of the other
20 facilities that we're talking about?

21 A I -- I don't think they came from a gate scale operator to
22 be a gate scale operator at Apex. And maybe I misspoke on
23 that, because Misty was doing dispatch debrief duties for me
24 and she bid for a position out there that was a permanent
25 position that had different pay opportunity for her out there.

1 Jaime Carlton at one point worked in a nonunion capacity at
2 the Cheyenne facility years ago and I know she is working for a
3 gate person for Mark now. So I would assume that through some
4 opportunity she went out there. I do not believe she was ever
5 a gate scale person in my capacity nor was Misty a gate scale
6 person. I was generally talking about how people could bid for
7 a different position. So --

8 Q Right.

9 A -- no, I don't think there's a specific gate scale person
10 from any of our facilities that is working in that same
11 capacity at another location.

12 Q And Jaime Carlton, what -- what did she -- is that a he or
13 a she?

14 A She.

15 Q What did she do when she was at Cheyenne?

16 A She was a maintenance clerk. She was a dispatcher, she
17 was a position we don't have any more called a timekeeper. She
18 fortunately has been with the company many, many years. So she
19 had a lot of exposure to a lot of different roles that no
20 longer exist.

21 Q Uh-huh.

22 A And I think that may be how she ended up out at Apex
23 finding a position that was more suitable for her long term.

24 HEARING OFFICER SMITH: And I'm sorry to interrupt, but we
25 had the distraction of the gate falling over.

1 The employee that we're talking about, her name is?

2 THE WITNESS: Which one?

3 HEARING OFFICER SMITH: The one that --

4 THE WITNESS: Jaime --

5 HEARING OFFICER SMITH: -- you're talking about now.

6 THE WITNESS: -- Carlton.

7 HEARING OFFICER SMITH: Jaime --

8 THE WITNESS: Jaime --

9 HEARING OFFICER SMITH: -- Carlton?

10 THE WITNESS: -- Carlton.

11 HEARING OFFICER SMITH: Is she the one --

12 UNIDENTIFIED SPEAKER: Jaime White.

13 THE WITNESS: She's Jaime White now. She has married. So
14 her name now is Jaime White on your list. I've known her as
15 Jaime Carlton. Her --

16 HEARING OFFICER SMITH: Is --

17 THE WITNESS: -- dad hired me back in 1987.

18 HEARING OFFICER SMITH: Is she the employee that you had
19 testified to earlier was a gate employee at Cheyenne and became
20 a scale house operator at Apex?

21 THE WITNESS: I may have said she -- she was never a gate
22 employee at Cheyenne. She is a gate scale attendant at Apex
23 now. She worked in my -- a nonunion capacity either as a
24 dispatcher, a timekeeper, an operations data entry person.
25 Many different positions at Cheyenne that don't exist anymore

1 because of the growth of the business. Because she's been with
2 us, I'm going to guess, 20 plus years. So I don't think she
3 was ever a gate person at Cheyenne. She was in my office doing
4 data entry work at Cheyenne years ago. When I was there in
5 2000, she worked in my facility.

6 HEARING OFFICER SMITH: Because I thought when you
7 testified earlier that there was a gate employee at Cheyenne
8 who came a scale house operator at Apex and then there were a
9 couple of other employees that were in the office.

10 THE WITNESS: And I misspoke on -- I don't think they ever
11 were a gate person. They -- they were a dispatcher, they were
12 in my office function and they took a scale operator --
13 actually, I think she went out there not as a scale operator
14 and had recently moved to a scale operator within the Apex
15 role. I think she went out there and was working in Mark's
16 office and moved to be a scale operator within Mark's movement.
17 She didn't leave my facility to go be a scale operator at -- at
18 Apex. From my knowledge, she was working in Mark's main office
19 building, not the scale, for years.

20 Q BY MR. MYERS: So other than Misty and -- and what's
21 Misty's last name?

22 A Espina (phonetic) I believe. Espinda.

23 Q And Jaime --

24 A Carlton. White now.

25 Q Carlton, White. Are there any other employees that you

1 were referring to yesterday who might have transferred in some
2 circumstances?

3 A Into a gate scale person?

4 Q Well, yesterday you were referring to some individuals.
5 Have I identified the individuals that you were referring to
6 yesterday?

7 A Yes.

8 Q Okay. There's no others?

9 A Not that I know of.

10 Q What about situations where somebody has moved from a
11 nonunion position as a gate scale operator into a union
12 position, say as a utility 1 or some other position?

13 A I can't recall a name. It would be an opportunity for
14 somebody to bid and -- and take that opportunity through our
15 normal postings. So they would have no direct right to that
16 position other than skills qualifications and abilities. And
17 the highest qualified candidate gets the --

18 Q Okay.

19 A -- the offer.

20 HEARING OFFICER SMITH: But are you aware of any employee
21 who was a gate scale employee who ended up getting a position
22 in a -- a represented position?

23 THE WITNESS: I don't know of anybody. To my knowledge,
24 no.

25 Q BY MR. MYERS: I wonder, do you know -- there was a

1 gentleman here yesterday. I guess he goes by the nickname
2 Moose. Do you know Moose?

3 A No.

4 Q Okay.

5 A Does he work at Cheyenne?

6 Q Well, you tell me. I mean --

7 A I -- I don't have any Moose on my roster --

8 Q Yeah.

9 A -- so I don't know.

10 Q I'm not -- I'm not representing that he is.

11 A I -- I didn't recognize him when he was sitting there
12 yesterday, so I'm --

13 Q Okay.

14 A -- guessing of my 800 he's not one of them.

15 Q I don't know who knows who, of course --

16 A Yeah.

17 Q -- so --

18 A I know people at Henderson as well, but --

19 Q Yeah.

20 A -- I don't know Moose.

21 Q How many employees -- let's -- how many employees are
22 there at -- at Cheyenne?

23 A I think today the count was 779.

24 Q How many of those are union positions?

25 A 660 possibly.

1 MR. MYERS: All right. I'm going to show the witness
2 something that's been marked as P-3.

3 Q BY MR. MYERS: I've handed you a document marked as P-3.
4 Have you ever seen this document before?

5 A I seen the e-mail version of it. I didn't print it to
6 save paper.

7 Q So you're familiar with it?

8 A I am.

9 Q What is it?

10 A It is the direction from our corporate office on how we
11 will process any opportunities to give salary increases to our
12 nonbargaining unit employees across the country.

13 Q And I believe that you testified with respect to Employer
14 Exhibit 9 that the rates of pay listed with respect to these
15 gate attendant scale operators did not reflect a recent pay
16 adjustment; am I correct?

17 A You are correct. This document indicates that the pay
18 increase will show up on their checks on March 3rd. So a pay
19 increase has not been effectuated and we have until March 3rd
20 to communicate those increases to the employees, as indicated
21 in that table.

22 Q The -- and -- I see. And so this process of increasing
23 pay, I guess you had -- you had to make recommendations,
24 according to P-3, by February 10th, 2017, and those will be
25 effectuated around March 3rd, 2017, correct?

1 A We had to interact with a document called compensation
2 planner. And you can see that the, quote, unquote, "lowest
3 level" of person to manage the compensation planner would be
4 the general manager.

5 Q Uh-huh.

6 A Everybody listed by those acronyms are higher than my
7 position. And those would be for people that have managerial
8 people outside of a business unit. So the -- the compensation
9 planner for the business unit is operated by the general
10 manager.

11 Q And so it's operated -- you make -- if I could say it in a
12 nutshell, you make some -- you have some discretionary
13 authority to adjust wages, to give increases, within certain
14 parameters that are provided to you by corporate?

15 A The biggest parameters are budget that we submitted.

16 Q And the biggest parameter's the budget. Well, there's a
17 line in here on page 2 of this document under merit increases.
18 It says, "For 2017, all nonunion, nonexempt and exempt
19 employees will be eligible for a merit increase. Our salary
20 increase budget for 2017 is two percent of total eligible
21 salaries." What does that line -- what does that refer to, the
22 two percent of total -- the salary increase budget? Is that a
23 chunk of money that you are given to -- to make these wage
24 increases?

25 A Yes.

1 Q So you're given a block of money. You don't determine how
2 much money you're given? Well, that is, corporate gives you a
3 pie and you divide up the pie the best you see fit within
4 certain guidelines about how big each piece needs to be. Is
5 that a fair --

6 A But the --

7 Q -- analogy?

8 A -- pie is predicated on my eligible salaries at my
9 division only.

10 Q Explain that to me. So --

11 A Every -- every -- everybody at my division that --

12 Q Uh-huh.

13 A -- is compensated not through a bargaining unit is
14 considered an eligible salary.

15 Q Uh-huh.

16 A My wage included. So they would take the sum of all those
17 wages and multiply it by whatever ratio the Company determined
18 that year would be appropriate by, as I explained yesterday,
19 cost of living increases, economy, and this year they chose it
20 to be two percent --

21 Q Okay.

22 A -- and they allocate it to me, two percent of my total
23 eligible salaries, to be allocated across the organization that
24 I manage.

25 Q I see. Okay. So the -- the big determinant of how much

1 money is the percentage that's --

2 A That corporate sets on the bucket, yes.

3 Q That corporate sets. And if you decide, "Well, no, we
4 think conditions at our business unit are really up and coming
5 and we think we" -- for whatever reasons -- "we want to go to
6 2.5 percent," you don't have that authority?

7 A I do.

8 Q You do have two -- you have authority to go over the two
9 percent?

10 A I would.

11 Q Okay. Explain that to me.

12 A The compensation planner is a tool that gives us a -- the
13 starting balance of that bucket. And throughout the process,
14 we determine people that need the correct compensation may need
15 to have a larger increase due to economic reasons, such as we
16 may decide that the starting salary for our -- our gate people
17 has been \$13 and we're going to change the starting dollar to
18 be 13.50 -- that's not the case today -- but if that was the
19 case, then I would have some employees that were hired in less
20 than a year ago at \$13, I would want to give them a market
21 adjustment to get them up to be higher than a new hired
22 employee. That's an example. Not a real life example. And so
23 then I would have the ability to adjust.

24 Now, I will tell you that our target goal for our
25 employees, the target goal for every employee that was in the

1 compensation planner was 1.5 percent for all employees that had
2 met the standards. We can go below that and we can go above
3 that, depending on our desires. But, as you can see, they gave
4 me two percent to work with, so I had a half a percent of my
5 total dollars that I had the variation to increase either
6 through a market adjustment or through an hour -- hourly rate.
7 Market adjustment turns into an hourly rate, but that would be
8 a condition where I could actually increase somebody, which we
9 have in the past; we've changed our starting rates to be
10 different to get a better -- a higher quality of candidates.

11 You know, most recently our supervisor rates increased
12 where I'm -- I'm paying more for a starting supervisor. So I
13 had to increase pays accordingly.

14 Q Okay. So let me make sure I understand, because we may be
15 not talking the same language on one point. As I understand
16 it, there's a salary increase budget that is set by corporate
17 is the two percent of total eligible salaries. And you -- your
18 testimony says that's total eligible salaries on a -- on a --
19 on a business unit basis; is that right?

20 A Correct.

21 Q So they give you a block of money, right?

22 A (No verbal response).

23 Q Now, you may decide it's going to be -- we're going to
24 shoot for 1.5 percent and we're going to use that extra .5
25 percent with the money that represents to -- to bump people up

1 on a -- you know, as-needed basis or for whatever reasons. But
2 that block grant that's given to you, that two percent of your
3 total eligible salary, that money that you have to distribute,
4 you don't have discretion over -- over that amount of money?
5 They tell you how much of budget's going to be? Isn't that the
6 case?

7 A And I think ever corporate America company --

8 Q No. Just --

9 A That is correct. Yes.

10 Q Just answer the question. Okay?

11 A I can ask for more.

12 Q You can ask for more. Have you ever?

13 A Yes.

14 Q When?

15 A Last year, in 2016.

16 Q Uh-huh. And what did you get?

17 A More.

18 Q So you got more than the two percent total eligible --

19 A I don't remember if last year was two percent, but I did
20 get more than I -- than I was allocated in my bucket.

21 Q All right.

22 HEARING OFFICER SMITH: And just so I understand, when
23 we're looking at Petitioner's 3, when it says, "To corporate
24 leaders, area presidents, and so on at the top," this was going
25 out to more than just the area at issue here? This is -- was

1 this companywide --

2 THE WITNESS: Yes.

3 HEARING OFFICER SMITH: -- national?

4 THE WITNESS: National.

5 MR. MYERS: Okay.

6 HEARING OFFICER SMITH: So nationally the amount of
7 eligible wages -- or merit increases were allowed to be two
8 percent of total eligible salaries?

9 THE WITNESS: That was the allocation given to each comp
10 planner's pool of eligible salaries.

11 HEARING OFFICER SMITH: Okay. Thank you.

12 Q BY MR. MYERS: And I guess I -- I -- because when I read
13 that, total eligible salaries, it -- I read that as being total
14 eligible salaries corporatewide; that is, we're shooting for a
15 two percent increase of our total corporate labor cost, given
16 that this is a -- a corporatewide document. Are you certain
17 that they're calculating that two percent on just your unit
18 labor costs?

19 A Positive.

20 Q Okay. It says -- one of the directives, it says -- it
21 says, "Please note the compensation planning system is set up
22 to default to a merit increase based on the employee's
23 performance rating. You will have the ability to adjust the
24 increase amount. You will need to manage the increase
25 percentages on an individual by individual basis until you are

1 within your salary increase budget of two percent."

2 Is that a fair description of what you -- of how you go
3 about doing this?

4 A Yes.

5 Q And then I guess there's some maximums for the salary
6 range. I will reading onto the next one. "Additionally, in
7 the event an employee's salary is above the maximum of" -- "a
8 maximum of their salary range, the expectation is" -- "is their
9 merit increase will be paid in a lump sum."

10 So, in other words, does corporate set maximums for the
11 salary range and minimums for the salary range?

12 A By job classification, yes.

13 MR. MYERS: Okay. No further questions. I move for -- on
14 that issue. I move for the admission of P-3.

15 HEARING OFFICER SMITH: Okay. Any objections?

16 MR. DITELBERG: No.

17 HEARING OFFICER SMITH: Petitioner's 3 is received.

18 **(Petitioner Exhibit Number 3 Received into Evidence)**

19 Q BY MR. MYERS: So wages is one benefit obviously. Health
20 and welfare benefits are another important benefit that you
21 offer to nonunion employees, correct?

22 A Yes.

23 Q Do -- we've gotten the plan document here, but let me ask
24 you this: Do you know if employees are responsible for bearing
25 a certain portion of the cost of the monthly premiums?

1 Sometimes it's referred to as a co-premium. It's different
2 than a copay, so we don't mesh terminology. Which I understand
3 to mean when you go to the doctor, you've not to pay a certain
4 amount of -- of the fee. But the co-premium is every month
5 I've got to pay or every pay period I have to pay a certain
6 amount from my individual or family healthcare?

7 A Yes.

8 Q So do -- are there -- is there co-premiums --

9 A Yes.

10 Q Okay. And that is based on a percentage of the overall
11 premium? The employee pays a certain percentage and the
12 Company pays a certain percentage; is that right?

13 A It's predicated on the choice of coverage the employee
14 elects to have.

15 Q Okay. Well, each choice of coverage has a different
16 premium rate? I mean an individual's going to be less
17 expensive than full family coverage, right?

18 A Or I can choose to have a 25 dollar copay when I go to the
19 doctor or a \$50 copay. I could choose to have --

20 Q Uh-huh.

21 A -- you know a \$20 prescription coverage or a \$50
22 prescription coverage. So it's --

23 Q Sure.

24 A -- a suite of opportunities. I participate in the exact
25 same plan as these people do.

1 Q Okay.

2 A So I'm very familiar with it.

3 Q So in terms of deciding how much, either -- based either
4 on the plan or the coverage options, at what level is the
5 decision made, "Okay, employees are going to pay 20 percent,
6 employees are going to pay 18 percent, employees are going to
7 pay 22 percent?" Is that made by you at the facility level, is
8 it made at a different level, and, if so, where?

9 A It's a corporate plan. Our corporation negotiates all the
10 healthcare plans --

11 Q Okay.

12 A -- for the entire corporation.

13 Q Now, I take it -- my experience is that different
14 healthcare markets vary -- the cost of coverage can vary from
15 Las Vegas to -- to New Orleans, Louisiana, for example. I mean
16 there's going to be a different cost for the local providers,
17 the provider networks, PPOs, that have to contract with the
18 plan to actually provide the benefit. To your knowledge, does
19 cost vary or is it the same co-premium here as it is in Newark,
20 New Jersey?

21 A No idea.

22 Q You have no idea. Okay. Do you have --

23 HEARING OFFICER SMITH: And I -- I want to make sure to
24 clarify though. When you said it's for the entire corporation,
25 since we already -- already have two corporations that we're

1 dealing with here for three facilities, are you talking about
2 for these corporations or are you talking about nationwide the
3 corporation --

4 THE WITNESS: The nationwide --

5 HEARING OFFICER SMITH: -- of Republic Services?

6 THE WITNESS: -- corporation of Republic Services. The
7 parent company of all these --

8 HEARING OFFICER SMITH: Okay.

9 THE WITNESS: -- LLCs.

10 Q BY MR. MYERS: Okay. So nationwide, there's a -- there's
11 a plan that is put into place that covers all Republic
12 Services' facilities. Do you know if that plan negotiates
13 contracts here in Nevada for the provision of services? Do you
14 have any idea about how that works?

15 A This year our service provider is UnitedHealthcare.

16 Q Okay. Do you know if there are individual cost parameters
17 that make it so it's less or more expensive to purchase
18 coverage here in the Nevada market or the Southern Nevada
19 market than say in the -- the Boston, Massachusetts market?

20 A To the best of my knowledge, this year there was a process
21 where UnitedHealthcare provided different cost bases on whether
22 we were a Tier 1 or Tier 2 service provider. And Tier 1 has --
23 there's an interactive tool that you enter, your ZIP code that
24 you live in, and it's across the whole country. I know for a
25 fact that Tier 1 covers myself. We're a Tier 1 area. And I

1 have a dear friend that works in Illinois, and he's also a
2 Tier 1 coverage. So I'm going to surmise, because the only
3 difference is Tier 1 or not, that my coverage cost would be
4 identical to the ones --

5 HEARING OFFICER SMITH: I'm going to --

6 THE WITNESS: -- in Chicago.

7 HEARING OFFICER SMITH: -- stop you there just because I
8 don't want you to speculate.

9 THE WITNESS: Okay.

10 HEARING OFFICER SMITH: Either you know or you don't. So
11 when I hear you say you're going to surmise, what I hear is
12 you're taking a guess; is that right?

13 THE WITNESS: I'm -- I'm telling you that there's an option
14 to entering your ZIP code and tell you if you're a Tier 1
15 provider in our corporation pricing.

16 HEARING OFFICER SMITH: Let me stop you there though,
17 because my question is you started comparing your cost to
18 someone else's cost and you said, "I'm going to surmise." When
19 you started doing that you were getting ready to give me an
20 opinion, right, not facts?

21 THE WITNESS: Correct.

22 HEARING OFFICER SMITH: Okay. I don't want you to
23 speculate.

24 THE WITNESS: Okay.

25 HEARING OFFICER SMITH: Either you know it or you don't.

1 If you don't know it, don't answer it.

2 THE WITNESS: Okay.

3 Q BY MR. MYERS: Okay. I think what we do know is that you,
4 as a general manager of this business unit, you don't have any
5 ability to either increase or decrease the cost of the
6 healthcare benefit for your nonunion employees?

7 A That is correct.

8 Q Now, you do have the ability to increase or decrease the
9 cost of -- well, yeah, in some sense for your union employees
10 because the healthcare plan in which your union employees
11 participate is collectively bargained? That's a -- let me --
12 let me -- I'm going to come back to the Union in a minute.
13 We'll get to that.

14 MR. MYERS: I'll withdraw that question.

15 Q BY MR. MYERS: You -- I wanted to ask you before we move
16 on about Employer Exhibit 7. If you could find it there in
17 front of you.

18 A 6. 7. Yes.

19 Q So this is a -- sort of a hodgepodge of different
20 policies, it looks to me. But, for example, if you look about
21 a quarter of the way through the packet, you'll see something
22 called, "The Las Vegas Area Attendants' Policy."

23 A Sure.

24 Q Does this cover nonunion employees in the Las Vegas area?

25 A I would say it's Las Vegas market. There's no area in

1 Las Vegas.

2 Q Okay. Well, let me -- yeah, right, area's sort of a
3 loaded term as well. So the Las Vegas market? Is this --

4 A Yes.

5 Q -- is this a policy that the facilities in the Las Vegas
6 market came up sort of collectively or what's the origin of
7 this policy? Do you know?

8 A The operating opportunities within business units and
9 different criteria have changed over time. When we were the
10 Nevada area, we had a policy, when we were the Mountain area,
11 we had a policy. And most recently, the West area changed the
12 corporate policy direction to the field. And this is a
13 summarization of what we were directed from the office in
14 Pleasanton -- in Richmond, California from the area level to
15 update our benefit opportunities.

16 Q There was a lot of corporate speak in there. I'm not sure
17 I quite caught it all. The -- this is effective January 15th,
18 2017, correct?

19 A Yes.

20 Q And this states that it's the Las Vegas area attendants'
21 policy and it has some Las Vegas area sort of specific
22 information at least with respect to the call-ins and so forth.
23 Do you see that?

24 A Uh-huh.

25 Q Did you -- let's start with you as general manager of the

1 Cheyenne facility. Did you have any input in formulating this
2 policy?

3 A Yes.

4 Q Okay. Did -- to whom did you provide that input -- or
5 what level was that input provided?

6 A The general managers and our facility managers worked in -
7 - in conjunction with coming up with a policy that would help
8 manage our employees.

9 Q And that -- these were the facility managers in the
10 Las Vegas area?

11 A Yes, including our -- our call center office down at the
12 Sahara building.

13 Q So you, Mr. Frances and Mr. -- and I apologize -- it's
14 Clinker?

15 A Clinker, yes.

16 Q Yeah. And each had input into this policy, correct?

17 A And our HR managers and other managers in the area -- in
18 the area marketplace.

19 Q Okay. Well, let's just start --

20 HEARING OFFICER SMITH: And can you clarify who Frances
21 and -- Frances and Clinker are?

22 MR. MYERS: Okay.

23 Q BY MR. MYERS: Mr. Frances is -- who is Mr. Frances?

24 A General manager at the Hyatt Cheyenne -- the Henderson
25 transfer station.

1 Q Who is Mr. Clinker?

2 A General manager at the Apex regional landfill.

3 Q And I -- I don't want to ask about the HR people yet. But
4 in terms of general managers, yourself, Mr. Frances and
5 Mr. Clinker, were there any other general managers that had
6 input into formulating this policy?

7 A There were no other -- yes. Yes, they were.

8 Q Who's that?

9 A Len Christopher.

10 Q Who?

11 A Len Christopher.

12 Q Okay. Who's Len Christopher?

13 A He is the general manager of business unit 470.

14 Q And what's that?

15 A The recycling operations.

16 Q Okay. Fair enough. The general manager of recycling.

17 And then you had input also from HR. What -- HR at what
18 level?

19 A The three HR managers.

20 Q So your HR manager, I believe you stated --

21 A Sharon Klinck.

22 Q Sharon Klinck?

23 A Klinck. K-L-I-N-C-K.

24 Q Okay. The HR manager for Henderson?

25 A Iris Jackson.

1 Q Okay. And the HR manager for Apex?

2 A Would be Sue Hunsberger. And she also oversees the -- the
3 Sahara call center people and their duties because of the size
4 of Apex versus ours.

5 Q And what about recycling, do they have an HR specialist?

6 A Sue also oversees that, but she's got an HR rep that work
7 there as well that would be involved in that activity.

8 Q All right. Anybody else that had -- that had input into
9 this -- formulating this policy?

10 A Our area HR manager from Richmond, California. Mark
11 Prochaska, P-R-O-C-H-A-S-K-A.

12 Q Any -- anybody else?

13 A Not that I can recall.

14 Q Now, why do you have an area attendants' policy, not --
15 why don't you just at Cheyenne say, "Well, I'm the general
16 manager and I'm going to have my own attendants' policy?"

17 A I don't know why.

18 Q Are there any other policies, other than the attendants'
19 policy, that you can identify that this approach was taken,
20 where you would formulate the policy on the Las Vegas area
21 basis or a market basis?

22 A None that I can recall right now.

23 Q Why don't you keep flipping through this document. The
24 next policy is a paid time off vacation policy. Do you know at
25 what level -- and -- and I'll observe that, you know, there are

1 certain decisions made here that you get for calendar year --
2 rather, if you've been employed two to four years, you get
3 ten days per year .8333 days per month. Do you see that?

4 A I do.

5 Q Are those decisions made at the corporate level, at the
6 Las Vegas area, at the -- at the level of your facility? What
7 level?

8 A Corporate.

9 Q So everybody -- if I work in Sarasota, Florida, I'm going
10 to get the same vacation as if I work --

11 A I would like to note the second line underneath the header
12 of "Paid Time Off." It highlights field locations, which means
13 this would cover everybody that's in an area office, a business
14 unit or a division that is an hourly paid employee.

15 Q Okay. Meaning --

16 A In our whole corporation.

17 Q Well -- okay. But do you have -- I mean let's say you
18 were having trouble here in Las Vegas, in this labor market,
19 attracting good people and you want to up the number of
20 vacation days per year, do you have that authority either
21 individually as a general manager or as a -- I suppose a
22 cohesive market to get that accomplished?

23 A No.

24 Q All right. So -- and -- and as a general manager, you
25 certainly don't have that authority? You're not making any of

1 those decisions at the -- at the level of the plant?

2 A For paid time off --

3 Q For vacation.

4 A -- policy?

5 Q Right.

6 A No.

7 Q Okay.

8 A It's a corporate policy.

9 Q Now, the next policy here is the dress -- southern --
10 Republic Services of Southern Nevada dress code policy. We had
11 testimony yesterday, you may have recalled, that -- that this
12 was basically for the administrative offices. Is that true or
13 did you adhere to this policy at your own facility?

14 A We do not.

15 Q Do you have any policy on dress codes at your facility?

16 A We follow some of these guidelines, but we have the
17 opportunity as included in that very last line, "Employees
18 working at transfer stations or other work sites in jobs
19 requiring frequent time out of an office environment will have
20 local exceptions to this policy." So we have several local
21 exceptions at Cheyenne that would be different than Henderson
22 or Apex as well.

23 Q Okay. Well, I'm glad you pointed that out, because the
24 fact that there could be exceptions at transfer stations
25 actually suggests to me that this policy was intended actually

1 to cover all of the facilities in Southern Nevada, albeit, you
2 could have exception to transfer stations. Isn't that what
3 this is saying?

4 A No.

5 Q So even though the -- in your view, even though this dress
6 code policy doesn't even cover transfer stations at all, it's
7 referring to exceptions at transfer stations?

8 A Can I elaborate why it says that?

9 Q If you know. I don't --

10 A I do know.

11 Q Okay. And why?

12 A Because the employees at the Sahara office were being
13 asked to dress more appropriately for customer interface and we
14 needed the opportunity to differentiate their increased dress
15 code policies to be different so they didn't feel like we were
16 only giving them a policy. So we at the transfer stations
17 don't have customer interaction, so our dress code is a little
18 more casual. So we were not a party to this dress code policy.
19 And that was -- that last line was a way for the Sahara group
20 to understand that we had different policies outside of the
21 facility.

22 Q Okay. And did you -- but you say, "we." Did you have
23 any -- even though it's not applicable necessarily to your
24 facility, did you have input into formulating this policy?

25 A I did because some of the people at the Sahara office

1 still direct report -- their managers direct report to me. So
2 I did have some say in that policy. I help oversee some of the
3 Sahara functions right now.

4 Q Oh, yeah? What -- what do you do with respect on
5 overseeing Sahara?

6 A The customer service manager, their supervisors and
7 their -- the customer service representatives report up to me,
8 the sales team there that work -- works for me because of
9 office space -- or office there, but they report to me and I
10 have a dotted line reporting to the credit and collections
11 group there.

12 Q The next policy in the packet is a cellular phone use
13 policy.

14 A Uh-huh.

15 Q Did you have any hand in formulating this policy?

16 A Not that I recall.

17 Q Okay. There was testimony that -- from Mr. Burkel that
18 parts of this policy were negotiated with the Union. Were you
19 a party to any such negotiation?

20 A Yes.

21 Q Okay. Well, what can you tell me about that?

22 A Over time we've worked to improve our safety performance
23 in -- in the marketplace to curb our distract -- distracted
24 driving. So we've interfaced with the Union leadership to help
25 navigate through Company rules and processes to have less cell

1 phone usage while operating a vehicle. And this letter was
2 also to include some other people, such as supervisors or
3 myself included, about using a cell phone while driving and
4 to -- to help curb the inattention to driving.

5 Q Okay. So this policy reflects -- well, first of all, this
6 policy applies to all nonunion employees in the Las Vegas
7 market. Is that a true statement?

8 A I would guess that this is for the Las Vegas market, yes.

9 Q Okay. And it reflects certain input modifications that
10 were made as a result of interactions with the Union. Have I
11 stated that correctly?

12 A We have a similar agreement with the Union that parallels
13 this not word for word the same. This is much more specific
14 and its more modern. The Union contract was drafted in 2012,
15 so the wordage in here is much more recent. Where we talk
16 about iPods and PBAs, that was not mentioned in the contract
17 negotiations by term.

18 Q I see. Although I guess iPods, I'm not sure if that's a
19 modern term or now if it's ancient in the scheme of things,
20 but --

21 A I understand. But the Union contract language isn't the
22 same as this.

23 Q I gotcha.

24 A Similar. In nature, it gets the same job done.

25 Q Gotcha. All right. So let's -- let me ask you -- and you

1 can put Employer 7 aside. You've got a workplace consisting
2 of -- oh, I can't find my note now -- well, some 800 employees,
3 right? I -- I --

4 A Yes.

5 Q -- can't see where I wrote that down. Of which some 600
6 -- 600 and something are union employees, correct?

7 A Correct.

8 Q And the policies reflected in the collective bargaining
9 agreement, P-1, apply to all employees at Apex, at Cheyenne and
10 at Henderson, correct?

11 A There are some site-specific policies in there.

12 Q Okay. So the -- the -- by collective bargaining, the
13 parties have taken into account any site-specific concerns and
14 built that into their collective bargaining agreement. Is that
15 a fair statement?

16 A Yes.

17 Q Why don't you turn to page 13.

18 HEARING OFFICER SMITH: Is that in the first section or the
19 second section?

20 MR. MYERS: The first section.

21 THE WITNESS: Okay.

22 Q BY MR. MYERS: These are the wage rates that apply to the
23 various classifications at -- at Cheyenne?

24 A They were the wage rates that were proposed in the Union
25 contract and ratified, but they are not the wage rates paid

1 today.

2 Q I see. And what's different about the wage rates paid
3 today?

4 A The Union has opportunities later in this contract to move
5 monies from different categories and put them either into wage
6 or not into wage.

7 Q I see.

8 A So the rates are definitely different than this.

9 Q So this may be a -- a certain amount of could be dedicated
10 to pension or health and welfare as needed, but, if not, the
11 Union could roll that into wages; is that --

12 A Or into pension.

13 Q Or into -- or vice versa. Okay. But is it the case that
14 if I'm a -- well, but other than those adjustments that have
15 been made, these are -- this -- the wages that are paid to
16 these classifications, employees at Cheyenne, are arrived at
17 through collective bargaining?

18 A That is correct.

19 Q And they're not subject to the corporate policy about two
20 percent this and -- and wage bans and so forth, they're subject
21 to the parties' collective bargaining, correct?

22 A Yes.

23 Q And it appears to me that -- and, by the way, what -- are
24 there any classifications of employees here, as I look at page
25 13, who are not employed at the Cheyenne yard?

1 A I don't have any heavy equipment welders that are listed
2 at Apex.

3 Q Okay.

4 A I don't -- I don't have sludge drivers.

5 Q Okay. Any others?

6 A I know there's some here that the other groups don't have.

7 Q Well, let me ask you, actually before we get to that -- I
8 mean see some here. For example, you have utility 1 and
9 utility 2, but then further down below, there's utility 1
10 landfill, utility 2 landfill. Do you have both utility 1 and
11 utility 2 as well as utility 1 landfill or utility 2 landfill?

12 A I don't have any utility landfill people.

13 Q You don't. Any time the word landfill appears next to a
14 classification, you don't have that?

15 A I do not.

16 Q Okay. So it seems that the parties -- I mean it -- is --
17 is the fact that landfill personnel are page (sic) different
18 wage -- well, landfill personnel are identified specifically
19 and there's a distinction apparently in their job duties -- let
20 me withdraw that question.

21 Do you know why people with the landfill title, the
22 landfill word next to their name are considered separate
23 classifications?

24 A I do.

25 Q Why?

1 A They're actually a separate group. Because earlier in the
2 contract there's discussions about layoffs and different work
3 groups and job classifications in the way we manage seniority.

4 Q Uh-huh.

5 A There's group seniority and total Union seniority.

6 Q Okay.

7 A And so we were asked by the Union to differentiate the
8 type of group seniority versus total seniority because we
9 manage certificate parts of the employees' benefits by
10 different levels of seniority, by those two different groups or
11 total seniority.

12 Q So layoff within a classification -- layoff would occur
13 within a classification so that if you needed -- but by virtue
14 of the fact that a utility 1 landfill is a different
15 classification than a utility 1, they would be in two different
16 layoff lists; is that --

17 A No.

18 Q No?

19 A No.

20 Q What would be the case?

21 A They -- they are in the same classification and layoff is
22 one of the -- one of the abilities to be by classification.

23 Q Okay.

24 A So all utilities across all three lines of business are in
25 the same seniority group for utility.

1 Q Okay.

2 HEARING OFFICER SMITH: Even if they say utility landfill?

3 THE WITNESS: They are in the same.

4 MR. MYERS: Okay.

5 Q BY MR. MYERS: Are there job duties difference --
6 differences between utility 1 landfill and utility 1?

7 A I would imagine.

8 Q But you don't -- but you don't know?

9 A I have a street sweeper.

10 Q Uh-huh.

11 A My utility 2 drives a street sweeper.

12 Q Uh-huh. You don't know what they do up there?

13 A I don't know what they do up there.

14 Q Uh-huh.

15 A Sorry for the imagine -- comment.

16 Q Do they bump? For example, let's say there's a --
17 somebody in the utility 1 seniority list and there's going to
18 be a layoff, or for other -- any other purpose, and you're
19 going to lay somebody off but the next guy on the totem pole,
20 the lowest guy on the totem pole, works at a different yard, so
21 you're going to move somebody over to that yard, does that ever
22 happen?

23 A Yes.

24 Q Frequently?

25 A It's been a little while since we've had a layoff. But we

1 had --

2 Q So --

3 A -- moved people from classification to different yards,
4 yes.

5 Q So within the Union part of the workforce, there is
6 transfer or bumping between one unit and another?

7 A In the classification world, yes.

8 Q And what about bidding rights, if I'm going to -- if
9 there's a bid posted for, I don't know, a new position and I
10 happen to work at Apex but I'm interested in that position, can
11 I bid on that position in the use of my seniority even though
12 that position's at Henderson, for example?

13 A With your group seniority, yes.

14 Q My group seniority?

15 A Yes.

16 Q Group seniority being companywide seniority?

17 A No. How long --

18 Q What --

19 A -- you were in the classification.

20 Q In that classification.

21 A In that group.

22 Q Okay. So there is promotion rights from one yard to
23 another under this collective bargaining agreement?

24 A I don't understand the term --

25 Q Well, you're --

1 A -- promotion.

2 Q You're --

3 A We don't have promotion in the contract.

4 Q Bidding rights.

5 A Bidding rights to take a different position, yes.

6 Q Okay. Fair enough. And you said that your owing to your
7 permit requirements, you have some expectations of employees at
8 Cheyenne that other people may not have at Henderson or at
9 Apex. Do you remember your testimony on that?

10 A I do.

11 Q Do those expectations that you have, permit requirements
12 and so forth, and the work protocols that employees must
13 perform in order to comply with them, do they also apply to
14 union employees?

15 A I'm not familiar with any permit requirement that a union
16 employees would have to follow up on.

17 Q Well, you said drainage. One -- that's one you have. I -
18 - didn't you say something to the -- one of your permitting
19 requirements has to do with --

20 A Storm water.

21 Q -- storm water drainage?

22 A Yes.

23 Q Maybe I should have asked, does that storm water drainage
24 permitting requirement require gatekeepers to do something
25 specific?

1 A No.

2 Q Okay. Do these permitting -- do any of the permitting
3 requirements require gatekeepers to do something specific?

4 A Yes.

5 Q Which one?

6 A Many. The -- the -- one example that was already
7 presented was the refrigerant.

8 Q The refrigerant. Okay. Because people are coming in with
9 stuff out of their back shed that may have coolants in them and
10 they have to know how --

11 A Right.

12 Q -- to handle that stuff?

13 A There's permit requirements about what we can and can't
14 accept from a residential customer versus a commercial
15 customer.

16 Q Okay.

17 A Conditional exempt, household hazardous waste, household
18 hazardous waste. There's many permit requirements of what we
19 do and don't accept. And the gate people have to manage that
20 exception list of what we can and can't take. That's within
21 our permit.

22 Q Okay. The --

23 A And there's many more. I just -- if I had the permit, I
24 could --

25 Q Sure.

1 A -- find more.

2 Q Going back to the collective bargaining agreement, P-1,
3 there is also -- if you turn to the second part of the book as
4 it's put together, there's a separate section called Republic
5 Services of Southern Nevada Rules of Conduct and that is
6 paginated at page 1 and then continuing. Do you see that?

7 A Yes. Yes.

8 Q What are those work rules -- or what are those Nevada rule
9 of conduct? What does that refer to?

10 A Those are some of the rules that we use to manage our
11 union employees.

12 Q And how are those rules derived? Through collective
13 bargaining?

14 A No.

15 Q Okay. How are they -- how are they derived?

16 A The Company determines those rules.

17 Q I see. Does the Union have any input or right to -- to
18 deliberate over those rules?

19 A No.

20 HEARING OFFICER SMITH: And when you say, "the Company
21 determines," at what level?

22 THE WITNESS: There's a rule that's been added since this
23 that I put into place. Company rule number 66.

24 HEARING OFFICER SMITH: When we're talking about right now,
25 the Company -- the Republic Services of Southern Nevada Rules

1 of Conduct --

2 THE WITNESS: Uh-huh.

3 HEARING OFFICER SMITH: -- for this portion, what portion
4 of the Company is it that instituted this -- this portion of
5 the rules?

6 THE WITNESS: The general managers.

7 HEARING OFFICER SMITH: So you wrote this?

8 THE WITNESS: Many of these have been here for a long time
9 by previous people --

10 HEARING OFFICER SMITH: Okay. My question is did you write
11 this?

12 THE WITNESS: Did I write this entire document --

13 HEARING OFFICER SMITH: Yes. Did you --

14 THE WITNESS: -- myself?

15 HEARING OFFICER SMITH: The page that we're looking at,
16 page 1, did you write that?

17 THE WITNESS: No.

18 HEARING OFFICER SMITH: Okay. Who authored those from the
19 company? Is it at a corporate level? Are we looking at an
20 area level? Are we looking at higher? Where are we looking
21 at?

22 THE WITNESS: It would have been done at the business unit
23 level with the prior owners before there was a corporate
24 structure. Most of these rules have been in existence for many
25 years.

1 HEARING OFFICER SMITH: Okay.

2 THE WITNESS: But there have been new rules added that
3 have been put into place through the opportunity within this
4 contract to add a company rule as well as there's a phrase in
5 the very second paragraph of page 1 that gives us the right to
6 have more rules than just this.

7 HEARING OFFICER SMITH: Okay. So you didn't author it,
8 but you at times have modified it?

9 THE WITNESS: Yes.

10 HEARING OFFICER SMITH: Okay.

11 Q BY MR. MYERS: And when you modify it though, are you
12 modifying it on behalf of the Cheyanne yard, or are you
13 modifying it on behalf of this, for a lack of better term,
14 working group of general managers in the Las Vegas market?

15 A It could be both.

16 Q The -- but if you're modifying it and it becomes a work
17 rule, doesn't it become a work rule of general applicability
18 across all three yards?

19 A Meaning would the other divisions have to follow that?

20 Q Sure.

21 A Yes.

22 Q Okay. So notwithstanding the separate identities of these
23 three units, with respect to work rules, whatever their origin,
24 whether they were here before or whether you introduced them,
25 those work rules apply across Cheyanne, Apex, and Henderson,

1 correct?

2 A They apply to anybody covered by the collective bargaining
3 agreement.

4 Q And in fact, when you said you can just sort of come up
5 with rules and add to them and nobody can tell you no, actually
6 on page 16, isn't there a process by which new rules can be
7 added to -- into those set of rules that are imposed upon
8 bargaining unit members? And I say Section 16 of the first
9 section of the book, that's Article 4, management rights. Do
10 you want to go back and look at that?

11 A No, I'm familiar with that section.

12 Q It says, "Proposed new rules will be submitted by the
13 Employer to the union via confirmed transmission, e-mail, or
14 fax, not less than 14 calendar days prior to implementations.
15 Said rules shall automatically become effective on the 15th day
16 unless the union objects in writing prior thereto. The only
17 grounds for such objection is that the proposed new rule
18 conflicts with specific terms of this agreement." So, I mean,
19 it says what it says, but it's not unfettered authority to
20 propose new rules, correct?

21 A That's not entirely true.

22 Q So -- and that's fine. Do you get together with your
23 general managers to discuss operating -- do you get together
24 with the other general managers of the Las Vegas market to
25 discuss market issues, operation issues?

1 A Can you give me an example?

2 Q Do you have meetings with Mr. Francis or Mr. Clinker or
3 anybody else on a Las Vegas scope or scale?

4 A No.

5 Q You never -- you and Mr. Francis and Mr. Clinker and Mr.
6 Recycle, you never get together and have meetings to discuss
7 operations here in Las Vegas?

8 A Our meetings are directed by the area. Tomorrow morning
9 we have a meeting that we're not going to attend, that we
10 haven't been together for. I talk to them individually all of
11 the time.

12 Q Okay.

13 A It's not construed as a meeting though.

14 Q All right. And what -- do you talk about operational
15 issues?

16 A Yeah.

17 Q Do you talk about employment issues, workplace policies
18 and so forth regarding either union or nonunion employees?

19 A I would say we talk about union employees. I don't recall
20 talking about a nonunion workplace issue.

21 Q All right. Does the union file grievances?

22 A Yes.

23 Q And how are those grievances processed?

24 A They -- you mean who receives them?

25 Q Sure.

1 A The person currently being in receipt of them has been
2 designated as Sue Hunsberger. It was previously done by a
3 person named Sherry Gould, and prior to that was Aida Pepper.

4 Q Okay. So Sue Hunsberger receives the grievance even
5 though, I guess Sue Hunsberger is not the HR specialist at the
6 Cheyanne yard, but if there's a grievance at Cheyanne it would
7 go to Sue Hunsberger?

8 A The union would forward them to her, yes.

9 Q And what would she do; do you know?

10 A She would send them out to all of the general managers.

11 Q So if there's a single grievance filed, it goes to all
12 three general managers?

13 A Yes, it does.

14 Q Even though it's a discharge at Apex, it would go to you
15 as well?

16 A Yes, it does.

17 Q Why?

18 A I don't think it's her job to figure out where the
19 grievance is applicable to. It's a clerical duty that we've
20 assigned because she has oversighted the Sahara building and
21 that's the fax number that has always been used by the union,
22 so she's the one that manages that fax number, and then she
23 takes that e-mail or that fax and distributes it out to all the
24 HR managers and general managers of all three locations.

25 Q Do the HR managers work out of the Sahara location or do

1 they work at the individual facility?

2 A They're at individual locations.

3 Q Okay. And then Ms. Hunsberger also works at her
4 individual -- well, I guess she's got two or three. Does she
5 work at Sahara or does she work at one of those facilities?

6 A I would think you need to ask her, but I know she has an
7 office at Apex and at Sahara.

8 Q And so if a grievance is a discharge grievant, at what
9 level is that handled? Is that handled by the general manager
10 at the facility? Or is it handled -- does it continue to be
11 handled as -- amongst all three general managers?

12 A It's handled at the division, the business unit by the
13 general manager.

14 Q And if the grievance pertains to some work rule that has,
15 I guess, general applicability or some dispute of general
16 applicability, how is that handled?

17 A Today I think it would be handled at the area office by
18 Mark Prochaska.

19 Q How has it been handled, say in the recent past?

20 A When there was an area office here, that area HR manager
21 would have handled it.

22 Q Mr. -- for example, Mr. Vasquez or Mr. Dickey?

23 A Yes.

24 MR. DITELBERG: Could we just have clarification as to the
25 dates that Mr. Dickey and Mr. Vasquez were in those positions,

1 because I don't believe it's recent?

2 HEARING OFFICER SMITH: It would be -- yeah, if we could
3 get some clarification on that, if you know?

4 THE WITNESS: I do know.

5 Q BY MR. MYERS: Do you know? Why don't you say who -- when
6 did Mr. Vasquez leave and then what was Mr. Dickey's tenure?

7 A Mr. Vasquez left in April of 2015.

8 Q Okay.

9 A Mr. Dickey was hired about three months prior to that for
10 a transition period. And then Mr. Dickey left in January of
11 2016 when the reorganization went from 20 areas to 10 areas.
12 That's when the mountain area went away.

13 Q Okay. And so now it's Mr. Prochaska?

14 A Prochaska. The C is silent.

15 Q Do you know how to spell that name?

16 A P-R-O-C-H-A-S-K-A.

17 Q All right. But if there's a grievance, I mean, I
18 understand, is thought that grievance might go to Mr.
19 Prochaska, but if it's a grievance that challenges -- well, to
20 take a recent example, the calculation of overtime pay for work
21 on a Sunday. Now, I understand from -- you know the grievance
22 that I'm talking about?

23 A I do.

24 Q And you, yourself, was very much -- were very much
25 involved in the conversations about possibly resolving that

1 grievance; is that right?

2 A That is correct.

3 Q And if I recall correctly, I mean, there was also disputes
4 at that time about discharges over backing violations at the
5 various yards here in Las Vegas, correct?

6 A Uh-huh.

7 Q And many, if not all of those discharges were handled by
8 all of the general managers and the union coming together and
9 going through and discussing both the cases and the underlying
10 policies; is that correct?

11 A With the area HR manager, yes.

12 Q And yourselves?

13 A Yes.

14 Q And the general managers?

15 A Yes.

16 Q Okay. So those were not handled on an isolated facility
17 by facility bases, those were handled on -- at the basis of the
18 Las Vegas market area, the bargain unit area, correct?

19 A I believe all of those were referred to arbitration when
20 we had the group meetings. They were all arbitral cases after
21 the third steps had been resolved.

22 Q Okay.

23 A Much different level.

24 Q I see. So if a grievance is filed -- say a discharge
25 grievance is filed at the first level, do you -- are you

1 familiar with the levels of the grievance resolution?

2 A I am.

3 Q Tell me what they are.

4 A There is not first step in the contract. That is what we
5 call our fact finding where we participate with the employee,
6 with the steward if requested and most times we almost always
7 have a steward there. We do a fact finding. And then if we
8 determine there's discipline or there's a case for something to
9 violate the contract, the union could file a grievance, which
10 then we would hear that grievance. It's called a step two
11 grievance. And at that point, if the resolution isn't resolved
12 at the step two, it's reverted to step three. And then after
13 step three, if the company and the union still don't agree, the
14 union has the opportunity to take it to a federal arbitrator.

15 Q And at what point, if at any point, does the area HR
16 person step in and start getting more actively involved?

17 A Arbitration level.

18 Q Okay. At what point might a general manager from one
19 facility become involved even though the complaint arises at a
20 different facility? Does that happen?

21 A I can't say it's never happened, but I can't think of a
22 time that it has recently.

23 Q Well, it happened in the -- it will happen, for example,
24 in the overtime grievance where it applies to all three
25 facilities?

1 A That would be a case where the grievance was all employees
2 within the contract, so it encompassed more than one general
3 manager's activities.

4 Q Who bargains the agreement?

5 A The general managers there and then the area HR manager.
6 I believe the area president will be signatory. It has changed
7 drastically with the reorganization with less oversight from
8 areas and regions that are no longer and we will have a person
9 from our corporate office also assist.

10 Q Who is Robert Coil?

11 A He's a labor attorney that works for our corporate office.

12 Q Does it -- is he involved in bargaining?

13 A Yes, he will be. He hasn't been in the past, but he will
14 be through the new organization.

15 Q Okay. Let's see if I have any further questions. In your
16 own -- let's go back to nonunion for a moment. I understand
17 that you have -- as general manager, you have the final
18 authority to hire or to fire an employee; is that fair?

19 A Yes.

20 Q If I remember your testimony correctly. And you say you
21 may take advice in that -- I'm not clear, who advises you?

22 A I terminated an employee a month ago and I didn't get any
23 advice on that one, so --

24 Q When you get advice, who advises you?

25 A Well, it would be opinions. I don't think it would be

1 advice.

2 Q Okay. Well --

3 A It's not direction, so I may talk to another general
4 manager. I may talk to the area HR manager. I may talk to the
5 director of operation support at the area level. I may talk to
6 my market vice president, Tim Augman. There could be a lot of
7 people I would talk to. Many times I talk to more than one.

8 Q Okay. And what kind of input are you seeking when you
9 talk to these people at these various levels?

10 A To make sure that I'm consistent with what I do and to
11 make sure that I have a -- just a second opinion to what I'm
12 looking at, or maybe a third or fourth opinion.

13 MR. MYERS: One moment, please. No further questions.
14 Thanks.

15 HEARING OFFICER SMITH: Are there any other employees --
16 as far as the gate operators and spotters, gate attendance and
17 spotters, are there any other employees that work in that
18 general area where the spotters are at?

19 THE WITNESS: Other than the union people I've identified,
20 no.

21 HEARING OFFICER SMITH: And that being the -- I believe
22 you said operators that --

23 THE WITNESS: Operators and heavy equipment mechanics.

24 HEARING OFFICER SMITH: Okay. What about when they're
25 acting as gate attendants, are there any other employees that

1 work in that general area?

2 THE WITNESS: Inside the office, but not outside.

3 HEARING OFFICER SMITH: And I believe you said that the
4 pay rate starts at about \$13 an hour?

5 THE WITNESS: That's -- I believe so, yes.

6 HEARING OFFICER SMITH: And what does it go up to?

7 THE WITNESS: I don't know. Again, depending on length of
8 service, how many years they've been here because the merit
9 increases keep going, so I'm going to guess there's somebody in
10 the \$16, \$17, maybe \$18 range.

11 HEARING OFFICER SMITH: Well, in Employer's 9, there's one
12 person that's listed as \$18.57.

13 THE WITNESS: Okay.

14 HEARING OFFICER SMITH: You know, is that the top that
15 they can go to?

16 THE WITNESS: No.

17 HEARING OFFICER SMITH: Okay. So in your experience, what
18 is the top range they can go to?

19 THE WITNESS: I have not found a top for that.

20 HEARING OFFICER SMITH: And that's hourly, not salary,
21 correct?

22 THE WITNESS: Hourly, yes.

23 HEARING OFFICER SMITH: And it looks like from some of the
24 documents that came in, that they work, in Employer's 9, three
25 to four days a week, depending on the operator -- the gate

1 attendant; is that right?

2 THE WITNESS: We have some people on a four day work week
3 and some people on a five day work week.

4 HEARING OFFICER SMITH: And then what kind of working
5 hours, length of day? If they're working on a four day
6 schedule, is it ten hour days?

7 THE WITNESS: It is ten, plus a half hour unpaid lunch.

8 HEARING OFFICER SMITH: And five days, eight hours?

9 THE WITNESS: Eight hours, plus a half hour unpaid lunch.
10 The schedule would include the time for the lunch as well.

11 HEARING OFFICER SMITH: Okay. What kind of specific
12 training do these employees need to be able to do their job?

13 THE WITNESS: They need to have training on the facility
14 awareness of where everything is as far as public entrance,
15 where our signage is that manages our customers. They would
16 need to know general employee policies about where to clock in
17 and where to receive their paychecks. They would then need
18 training for the facility's specific duties that we would need
19 them to do, such as how we handle certain types of material
20 coming in where we have our location for our recycling drop
21 offs or tire polices, just a lot of them, but that's the
22 training.

23 HEARING OFFICER SMITH: So it sounds like of those, the
24 ones that are more specific for this particular group is how to
25 handle certain material coming in as opposed to say heavy

1 equipment operators, right?

2 THE WITNESS: I'm not sure. Can you ask that a different
3 way or say it again?

4 HEARING OFFICER SMITH: Well, I guess I'm trying to figure
5 out -- what I'm asking for is the training that's particular to
6 this group of employees that makes them different from any
7 other group. In other words, what is it that's training that
8 gate operators receive that's different than training other
9 employees receive? Because facility awareness, isn't that
10 something that all employees receive training on?

11 THE WITNESS: No, I would say that a union mechanic
12 wouldn't have any need to know the traffic flow for our public
13 customers.

14 HEARING OFFICER SMITH: And maybe that was a bad example.
15 You said general employee and policies they are trained on.
16 And that would be something that all employees would be trained
17 on, correct?

18 THE WITNESS: Yes, generally; yes.

19 HEARING OFFICER SMITH: Okay. So really what I'm looking
20 for is what is specific to this group that makes them unique as
21 far as training?

22 THE WITNESS: The -- I mean, every job has its own
23 requirements, you know? Even our driver jobs within the union
24 are different and there's training for each different type of
25 jobs, so --

1 HEARING OFFICER SMITH: And we're going to get to that for
2 other classifications, but based on what you told me, it seems
3 like the one difference that's unique for gate operators is how
4 to handle certain materials coming out.

5 THE WITNESS: And how we operate that facility.

6 HEARING OFFICER SMITH: Okay.

7 THE WITNESS: Because there's spotter duties.

8 THE COURT: So the dispatchers are also a group of
9 unrepresented employees at Cheyenne, right?

10 THE WITNESS: Yes.

11 HEARING OFFICER SMITH: And I believe that there was some
12 testimony earlier as far as whether or not it was four
13 dispatchers or 16 dispatchers. How many dispatchers are at
14 Cheyenne?

15 THE WITNESS: Sixteen.

16 HEARING OFFICER SMITH: And do -- is there any collective
17 bargaining history for dispatchers?

18 THE WITNESS: Not that I'm aware of.

19 HEARING OFFICER SMITH: And refresh my memory, where is it
20 that they work in a facility? I believe you said it was one of
21 the offices?

22 THE WITNESS: They're in W3 and E1.

23 HEARING OFFICER SMITH: And what is their general rate of
24 pay, the range?

25 THE WITNESS: I think the starting may be as low as

1 \$11.50, and I know that I have some people that are in the \$23
2 to \$24 range because of their longevity with the company.

3 HEARING OFFICER SMITH: And that's hourly?

4 THE WITNESS: It is.

5 HEARING OFFICER SMITH: And what kind of working hours do
6 they have?

7 THE WITNESS: They have hours of four tens, plus their
8 lunch. Some people have five eights, and you have some people
9 who split days off. There's a wide array of different work
10 hours because we're 24/7, so we've got some people that don't
11 have the same start time every day. They stagger their start
12 times by their duties. If they're quote/unquote, "a swing
13 person" that does more than one function in the business
14 unit --

15 HEARING OFFICER SMITH: So they may have split duties also
16 you said?

17 THE WITNESS: Well, there's different positions that may
18 need to be occupied at different times of the day. So we have
19 people that are actively on the radio and working with customer
20 complaints and working through that process. They have to be
21 here. They start a couple hours after the drivers start
22 because that's when there's some interaction with the customers
23 having issues on the routes, but that interaction is more
24 related to the call center sending us complaints or questions
25 about an activity so they're using a computer system for that.

1 There would be no need for them to be here at 2:00 in the
2 morning because there would be no call center to send them
3 information. But then there's also people in the evening that
4 are doing data entry that has to be done at a certain time, and
5 they're keying in what we call route sheets or logs and they
6 have to be completed under our corporate structure by a certain
7 time every night. So somebody may work in the dispatch office
8 two days a week and then they do data entry two other days at a
9 different shift or time.

10 We have route prep that has to be done every evening. So
11 somebody may be route prep one night and be relieving in the
12 time keep function another day. So there's many tasks. Some
13 of them are occupied at a computer terminal, but have multiple
14 functions at that terminal, and there are some places that have
15 to have somebody at that terminal to handle business at certain
16 hours of the day. So we have to have certain seats occupied at
17 certain times of the day and deal with the least amount of
18 people possible.

19 HEARING OFFICER SMITH: Do they have any interaction with
20 any of the represented employees?

21 THE WITNESS: Yes.

22 HEARING OFFICER SMITH: And who do they interact with as
23 represented?

24 THE WITNESS: They interact with the drivers.

25 HEARING OFFICER SMITH: How?

1 THE WITNESS: In that they are the place the drivers turn
2 in paperwork for the company use. They also are on pay day,
3 the contact person for where they would get their paychecks.
4 Because of the volume, we have a central place for the W3
5 people to receive their paychecks and they're just handing them
6 out, they -- with identification. They talk to drivers at the
7 end of the shift to receive their paperwork. It's about a four
8 or five minute conversation with the driver at the end of the
9 day, so every driver has a four or five minute interaction with
10 a debriefer and then that person --

11 HEARING OFFICER SMITH: Is the debriefer a dispatcher?

12 THE WITNESS: Yes, it's a -- just like I said, a
13 timekeeper, route prep person, debriefer, those are all those
14 positions I told you that we have to have people sitting at
15 certain places. They're all classified as a dispatcher, but
16 there's many different functions that we train people to do.

17 HEARING OFFICER SMITH: Okay. Any other union represented
18 employees that they interact with?

19 THE WITNESS: Well, anybody that would be working out of
20 the W3 building. The operators would probably get their
21 paycheck in that building as well. The utility one and two
22 possibly could be using that breakroom. The employee call-in
23 line where the employees call in for absenteeism, both union
24 and nonunion.

25 HEARING OFFICER SMITH: The dispatchers handle the call-in

1 line?

2 THE WITNESS: The dispatchers -- the call-in line is a
3 recorded phone line and they periodically check that call-in
4 line and have a log that they record the call-in line and then
5 HR verifies that same call in later, but operationally we need
6 to know at a certain time if somebody's not coming to work, so
7 then they would tell the managers or supervisors of those
8 employees, that an employee, union or not, is calling off for
9 their scheduled shift.

10 HEARING OFFICER SMITH: Okay. What other interaction do
11 they have with the bargain unit employees?

12 THE WITNESS: I think that's it.

13 HEARING OFFICER SMITH: And the supervisor is Renee
14 Caseman?

15 THE WITNESS: She's our office manager, yes.

16 HEARING OFFICER SMITH: Is there anybody other than
17 dispatchers that works for Renee Caseman?

18 THE WITNESS: I don't believe so. The one title is
19 operations clerk, and that's just a difference in title, but
20 they work at the same office. I think she has one person
21 classified as an operations clerk.

22 HEARING OFFICER SMITH: Does the operations clerk do
23 essentially the same functions as a dispatcher?

24 THE WITNESS: Exactly the same. That's a corporate term
25 that's done on a PAF. I'm guessing they chose a different term

1 at one point.

2 HEARING OFFICER SMITH: So the 16 dispatchers, plus one
3 operations clerk?

4 THE WITNESS: Well, on that work chart, I think it had --
5 it's right in front of me. I think it actually said 17
6 dispatcher or 19 -- no -- yes. It says 16 dispatchers, one
7 operations clerk; you're correct.

8 HEARING OFFICER SMITH: Okay. And then under Armando --

9 THE WITNESS: Teijeiro.

10 HEARING OFFICER SMITH: -- Teijeiro, he supervises the
11 nine gate scale operators, the ops labors, heavy equipment
12 operators. Anybody else that he supervises?

13 THE WITNESS: Through Lisa, he supervises the mod duty
14 workers, which are union employees that are on a light duty
15 program afforded through the union contract.

16 HEARING OFFICER SMITH: Okay.

17 THE WITNESS: And Lisa is supervisor. I think that would
18 be it.

19 HEARING OFFICER SMITH: So that leaves -- I believe you
20 said there were about 779 employees in Cheyenne and about 660
21 of them are represented by the union?

22 THE WITNESS: Uh-huh.

23 HEARING OFFICER SMITH: We still have a lot of employees
24 out there that are not represented by the union working at
25 Cheyenne. I believe somewhere around 100. What are those

1 groups of employees that are not represented by the union?

2 THE WITNESS: Well, I --

3 HEARING OFFICER SMITH: We'll start with the biggest group
4 and try to work our way through it.

5 THE WITNESS: Our operations supervisors.

6 HEARING OFFICER SMITH: And, I'm sorry, when I say
7 employees not represented by the union, nonsupervisory,
8 nonmanagement employees.

9 THE WITNESS: We have a safety rep. Christina Windblad is
10 her name. And we have two dossier clerks that do data entry
11 for our dossier maintenance program.

12 HEARING OFFICER SMITH: Do you have any large groups of
13 nonrepresented employees?

14 THE WITNESS: At my Cheyanne facility, I do not believe
15 so. This -- the gate scale attendants is the largest group I
16 can think of not represented other than the dispatchers.

17 HEARING OFFICER SMITH: Okay. So dispatchers, gate scale
18 operators. So it sounds like a lot of that 100 or so people
19 that's involved in supervision or management?

20 THE WITNESS: Yes.

21 HEARING OFFICER SMITH: Okay.

22 THE WITNESS: But in that 100 are these people.

23 HEARING OFFICER SMITH: Okay. So let's go through the
24 ones that are not supervisory and not management. Now, you
25 said a safety rep, two dossier clerks that do data entry. Who

1 else?

2 THE WITNESS: I'm not sure if Donna Bubonavich falls under
3 Renee's list, but I'll say she doesn't. She is our medical
4 waste billing clerk that does all the billing and customer
5 interaction with our medical waste customers, has no contact
6 with the drivers -- union drivers.

7 HEARING OFFICER SMITH: With any union personnel?

8 THE WITNESS: Martin Tull is the supervisor that manages
9 them day to day. She may see him walking by, but she doesn't
10 give them any direction or any interaction.

11 HEARING OFFICER SMITH: And actually what we'll do is
12 we'll probably try to come back to each of these, either people
13 or groups individually and go through a list of questions. So
14 I've got a safety rep, two dossier clerks, a medical waste
15 billing clerk. Who else?

16 THE WITNESS: That are not supervisory, I can't think of
17 any. I have sales. I have sales managers -- sales -- field
18 sales reps.

19 HEARING OFFICER SMITH: How many of those?

20 THE WITNESS: Nine.

21 HEARING OFFICER SMITH: Who else?

22 THE WITNESS: Nonsupervisory, I can't think of any.

23 HEARING OFFICER SMITH: Okay. So let's start with the
24 safety rep.

25 THE WITNESS: Sure.

1 HEARING OFFICER SMITH: What's the safety rep's
2 responsible for?

3 THE WITNESS: She's responsible for managing our safety
4 programs, which is documents and making sure they are kept
5 compliant. She works with our managers and supervisors to keep
6 those up to date. She keeps track of all of the safety
7 training documents that are done within the division, nonunion
8 or in union. So she is a keeper of all of the safety meeting
9 rosters. She is the contact person for our worker's comp third
10 party administrator. She is also the contact person for our
11 drug test and driver qualification file, third party vendor
12 named Concord, so she keeps all those records up to date, faxes
13 them, and keeps them current. She also files and records all
14 of the DQ file documents, which would be a driver's license, a
15 medical card, whatever there may be a requirement for a --

16 HEARING OFFICER SMITH: When you say DQ, what does that
17 mean?

18 THE WITNESS: Driver qualification file. I'm sorry,
19 that's a DOT term, Federal U.S. DOT. She does that for union
20 and nonunion employees that have DOT responsibility to keep
21 their information up to date. And we use Concord, a third
22 party vendor to manage that program and then she receives e-
23 mails of people going to soon be out of compliance, so she
24 would then ask the supervisors or managers to obtain those
25 documents so she can keep those files current.

1 She attends my managers meetings and reports to me, people
2 that are on possible disability away from the job for work
3 related injuries, both union and nonunion. She would also give
4 us indication without disclosing medical information as to the
5 opportunity of when an employee may or may not be returning
6 from a work related injury that caused them to be off of work.
7 She works a lot with our third party administrator in helping
8 gather documents for possible litigation for an event that may
9 have happened, either damages or accidents or injuries. So
10 she's kind of the gate people for that -- anything to do with
11 the safety world, and that's why she's called a safety rep.

12 HEARING OFFICER SMITH: Is there any history of collective
13 bargaining for the safety rep position?

14 THE WITNESS: No.

15 HEARING OFFICER SMITH: And does she work in an office?

16 THE WITNESS: She does.

17 HEARING OFFICER SMITH: Which office?

18 THE WITNESS: El, adds another person. The office right
19 next to her, I know who's in it now. Sorry, there's another
20 person.

21 HEARING OFFICER SMITH: Another person that's represented?

22 THE WITNESS: Not represented. Amy Kennedy.

23 HEARING OFFICER SMITH: And what's her title?

24 THE WITNESS: She's -- title is an operation's supervisor.
25 She does routing for our company, so she does have supervisory

1 roles, so I guess I didn't have to add her. I apologize.

2 HEARING OFFICER SMITH: Okay. No problem.

3 THE WITNESS: I was just thinking about the layout in the
4 building.

5 HEARING OFFICER SMITH: And the pay range generally, not
6 necessarily specifically for this individual, safety rep, which
7 what did you say her name was?

8 THE WITNESS: Christina Winblad, W-I-N-B-L-A-D.

9 HEARING OFFICER SMITH: What is the pay band for safety
10 route?

11 THE WITNESS: I would have to refer to a document. I
12 don't -- there's only one of her, so I don't know.

13 HEARING OFFICER SMITH: Salary or hourly?

14 THE WITNESS: She's hourly.

15 HEARING OFFICER SMITH: And what working hours?

16 THE WITNESS: It varies by job need. This week we're
17 doing our DOT drug testing, so she's working from 4:30 a.m.
18 until, I don't know, eight and a half hours later today. But
19 normally her hours are from 7:00 to 3:30. She will work some
20 night hours as well. 7:00 to 3:30 would be her pay schedule.

21 HEARING OFFICER SMITH: And what kind of particular
22 training would be unique for a safety rep as opposed to other
23 employees?

24 THE WITNESS: She has to be trained on using many
25 interface programs that track employee information. She does

1 have a confidentiality requirement not to disclose medical
2 information that she is privy to. She does have access to
3 social security numbers and that kind of stuff, so it's
4 somewhat of an oversight level. She has, you know, different
5 accesses than a lot of other people would have because of her
6 job needs.

7 HEARING OFFICER SMITH: And would it be the Employer's
8 position this would be considered a confidential employee?

9 THE WITNESS: Yes.

10 HEARING OFFICER SMITH: And I'm actually asking counsel.
11 This is --

12 THE WITNESS: Oh, I'm sorry. I -- she -- never mind.

13 MR. DITELBERG: Would it be possible to just ask the
14 witness a couple of questions just to clarify?

15 HEARING OFFICER SMITH: Yes.

16 THE WITNESS: Sure.

17 **REDIRECT EXAMINATION**

18 Q BY MR. DITELBERG: You know, Jim, could you repeat what
19 information which may be confidential that she has access to?

20 A She would have medical care information, possible
21 information as to what kind of treatment they're seeking, what
22 kind of injury they have. She would be privy to social
23 security numbers, birthdates that we aren't privy to. She
24 would be working with some care providers, so she would know
25 what kind of care they're receiving, which I'm not privy to.

1 So there are definitely HIPAA law issues that she manages.

2 MR. DITELBERG: Okay. Given that, it would be our
3 position that she would be a confidential employee consistent
4 with that.

5 HEARING OFFICER SMITH: Thank you.

6 And who is Christina's supervisor?

7 THE WITNESS: In the organization chart, she would be
8 under the direct supervision of Chuck Mehlhorn.

9 HEARING OFFICER SMITH: Can you spell Mehlhorn's last
10 name?

11 THE WITNESS: M-E-H-L-H-O-R-N-E -- no E at the end. I
12 apologize. It's got an extra H, not an extra E.

13 HEARING OFFICER SMITH: And what kind of interactions does
14 the safety rep have with represented employees?

15 THE WITNESS: On a day like today where we're doing random
16 drug testing she would be the person helping our third party
17 administrator identify the employee. They have a supervisor --

18 HEARING OFFICER SMITH: What do you mean by that?

19 THE WITNESS: To confirm that the identification they're
20 providing is the correct employee. When we do our random drug
21 testing, we use employee ID numbers and she has a roster that
22 would verify that that person is that employee. The
23 supervisors are also present, that would be directing the
24 employee, so there would be a route supervisor for that line of
25 business there, making sure that person is following the

1 direction of the third party administrator so if anybody was
2 going to refuse, it wouldn't be Christine's obligation to
3 manage that refusal to test or whatever that protocol is, that
4 would be the supervisor's role. So that would be an
5 interaction.

6 When they're on injury, she would have interaction with
7 them when they have to provide the company with documents as
8 far as their work restrictions, so she would be the recipient
9 of something we call a C4, a physician's progress report. When
10 they have to communicate on their care from a work injury, she
11 would be the one receiving that from them and then giving it to
12 management for us to make a decision if they have a job
13 available that could meet those restrictions. She also then
14 turns around and provides that to our third party administrator
15 to keep that up to date. So that would be an interaction with
16 both a union and nonunion employee that was on an injury.

17 She doesn't -- I don't think she has any other interaction
18 than those types of things.

19 HEARING OFFICER SMITH: Does she have any role in hiring
20 or firing?

21 THE WITNESS: No.

22 HEARING OFFICER SMITH: And does the safety managers or
23 any interchange of safety rep from one facility to another?

24 THE WITNESS: I don't believe so.

25 HEARING OFFICER SMITH: Okay. You said there were two

1 dossier clerks?

2 THE WITNESS: Yes.

3 HEARING OFFICER SMITH: What are they responsible for?

4 THE WITNESS: They enter in the documents -- well, there's
5 two of them. I'll give you their names, Dawna Crouch,
6 D-A-W-N-A, Crouch, C-R-O-U-C-H, and she has several tasks. One
7 of them is to enter in the work orders from the mechanics into
8 our maintenance tracking program. That's her -- probably her
9 primary function. She does that data entry probably six hours
10 a day. And along --

11 HEARING OFFICER SMITH: So work orders from mechanics she
12 enters into --

13 THE WITNESS: A maintenance program, a data entry program
14 called "Dossier," where the supervisor would approve the
15 documents then they would give them to her. The supervisor
16 would give them to her and then she would do data entry for
17 hours on end, entering in what parts they use and what labor
18 was used and what repair they did by a code in the system.

19 Another function that she has is that she's obligated to
20 keep all of our -- all of the vehicles in Southern Nevada
21 registered at the DMV and make sure that all the vehicles in
22 our marketplace she shares resources back to all facilities for
23 vehicles that are owned by the company for vehicle
24 registration, for smog's if required, for paying the fees for a
25 licensing and permits for all of the vehicles in Southern

1 Nevada. It's all housed at our location because we have the
2 largest facility for those types of records. So she's just
3 managing vehicle registration type things for licensed
4 vehicles.

5 She assists in purchasing for our purchasing manager, so
6 she would have some -- sometimes she may go pick up office
7 supplies or something that, you know, we would need in the
8 facility.

9 HEARING OFFICER SMITH: Anything else for her
10 responsibilities?

11 THE WITNESS: Those are -- I'm sure there's numerous
12 little things, but that's the biggest part of her job.

13 HEARING OFFICER SMITH: You said Dawna Crouch and there
14 was another?

15 THE WITNESS: Sobriada Quedvaido. And it's Sobriada,
16 S-O-B-R-I-A-D-A, and I will butcher Quedvaido, but it's
17 Q-U-E-D-V-A-I-D-O, I believe.

18 HEARING OFFICER SMITH: Q-U-E-D?

19 THE WITNESS: Yeah, Q-U-E-D-V-I-A-D-O.

20 HEARING OFFICER SMITH: Okay. Same duties as Dawna
21 Crouch?

22 THE WITNESS: Sits in a desk right next to her, but most
23 of her activity is entering in the work performed by the
24 container repair and the shop building called E2 across the
25 street. So she works more directly with the container shop

1 with container movements and entering stuff in the dossier for
2 their work orders and closing out customer tickets where
3 they've asked for a container movement or delivery, so the work
4 would be performed and then she would close out the billing
5 opportunity within our company billing system so that customer
6 could get billed for those services. And then if that isn't
7 enough, then she would also enter dossier tickets for the
8 maintenance shop.

9 HEARING OFFICER SMITH: Now, for entering these dossier
10 tickets, do they actually interact with the employees that do
11 the maintenance? Or do they just get this ticket and they're
12 entering information?

13 THE WITNESS: The employees -- the mechanics finish their
14 work. At the end of the day they have their -- each job gets a
15 dossier work order, and then when they finish, they finish
16 their activity on it. The supervisor or maintenance clerk,
17 which is, you know, the same person -- they have different
18 titles just because of the functions in dossier. They would
19 then make sure that they're correct and they put them in a
20 stack about that big every day and then dossier clerks, Dawna
21 and Sobriada, come into work and they're sitting on their desk
22 and they grab those forms and they start entering.

23 HEARING OFFICER SMITH: Okay. So for entering this
24 information into Dossier, they don't have a direct interaction
25 with the bargaining unit employees that completed these work

1 orders? They're just entering the information from the
2 tickets?

3 THE WITNESS: The only bargaining unit person I think that
4 they would have any discussion with would be the parts person
5 that is in the union, only because his proximity to their desk,
6 he walks by them frequently, but they don't direct him and he
7 doesn't give them any work. He may give them a shipping
8 document that he received a part and that would be something
9 that they may enter into a system for a purchase ordering
10 system, but it would be just a document given on their desk for
11 them to enter. And there's another one on nights, but she
12 wouldn't have interaction ever with them because she's not
13 there when they're there. Neither of them are there.

14 HEARING OFFICER SMITH: Any history of collective
15 bargaining for dossier clerks?

16 THE WITNESS: No.

17 HEARING OFFICER SMITH: And they work in an office?

18 THE WITNESS: They do.

19 HEARING OFFICER SMITH: Where at?

20 THE WITNESS: In W1.

21 HEARING OFFICER SMITH: And who is their supervisor?

22 THE WITNESS: Their supervisor is Robert Rainey, the
23 maintenance supervisor.

24 HEARING OFFICER SMITH: Rainey, R --

25 THE WITNESS: R-A-I-N-E-Y. And he reports to Steve Veteto

1 or your work chart. So Robert would be one of those four. For
2 everybody, I pointed to the shop supervisors number four under
3 Steve Veteto. Robert Rainey is one of those four.

4 HEARING OFFICER SMITH: And what is the general pay range
5 for dossier clerks?

6 THE WITNESS: They both have been there a while. I know
7 one of them is in the \$18, \$19 an hour range. The other one is
8 probably \$17.50 or \$18 because of their longevity.

9 HEARING OFFICER SMITH: So, I mean, I guess, what would
10 they -- a brand new dossier clerk, what would they start out
11 as?

12 THE WITNESS: I haven't hired one since I've been there.
13 They've been there that long. They've been there 15 years or
14 more.

15 HEARING OFFICER SMITH: So right now around \$18, \$19 an
16 hour?

17 THE WITNESS: Yes.

18 HEARING OFFICER SMITH: And what are their working hours?

19 THE WITNESS: I believe Dawna works from 6:30 to 3:00, and
20 Sobriada works from 5:00 to 1:30.

21 HEARING OFFICER SMITH: Five days a week?

22 THE WITNESS: Yes, Monday through Friday.

23 HEARING OFFICER SMITH: You said there was a medical waste
24 billing clerk.

25 THE WITNESS: Yes.

1 HEARING OFFICER SMITH: Who is that?

2 THE WITNESS: Donna, D-O-N-N-A, and you're going to love
3 this one, Bubonavich, B-U-B-O-N-A-V-I-C-H.

4 HEARING OFFICER SMITH: And what is Donna responsible for?

5 THE WITNESS: She is in charge of entering all of the
6 medical waste activities as far as the customers level of
7 service and generating those invoices and mailing them to the
8 customers. She's a customer faced employee is what we would
9 call that. She talks to all of the medical waste customers if
10 there's a billing issue, if somebody needs more service. Even
11 though they would call into the call center, it would be
12 referred back to Donna to call those customers. So you're
13 talking, you know, a UMC versus -- and even a veterinary clinic
14 that wants to have once a week pick up of their sharps or their
15 medical waste that is regulated by certain laws. So she would
16 be in an office doing billing activities and entering in the
17 process that we have charged -- that we will charge as a
18 customer for.

19 For instance, the driver goes out and picks up a whole
20 route of these red bins and then at the end of the day, she
21 gets from the supervisor, Martin Toll, she would get the
22 activity that they did or didn't do and then she would process
23 that through our billing system to get that in on the record so
24 at the end of the month or mid-month, if we have a mid-month
25 billing for a certain customer, that they would get billed.

1 HEARING OFFICER SMITH: You said her supervisor is Martin
2 Toll?

3 THE WITNESS: Martin Toll, T-O-L-L.

4 HEARING OFFICER SMITH: Any history of collective
5 bargaining for the medical waste billing clerk?

6 THE WITNESS: No.

7 HEARING OFFICER SMITH: And where does she work?

8 THE WITNESS: In building E1.

9 HEARING OFFICER SMITH: And that's an office?

10 THE WITNESS: Yeah, her office is right next to Christina.

11 HEARING OFFICER SMITH: And what's the pay range for
12 medical waste billing clerk?

13 THE WITNESS: Donna's been here for 25 plus years. She's
14 in the \$21, \$22 range, I'm sure.

15 HEARING OFFICER SMITH: And what working hours?

16 THE WITNESS: I believe she is Monday through -- I know
17 she's Monday through Friday, and I think she starts at 5:30 and
18 goes home at -- 5:30 to 2:00. Yes.

19 HEARING OFFICER SMITH: And what is special, if anything,
20 for training for a medical waste billing clerk?

21 THE WITNESS: She's the only one in our whole division
22 that knows the billing opportunities, the types of service we
23 provide. It's a very unique service; it's not the same as
24 anything else we do. This is the only location all over
25 Republic Services corporate world that is done by Republic

1 Services and it is only done because those medical waste
2 drivers are protected by our union contract. So she's the only
3 one in the whole corporation that does this.

4 HEARING OFFICER SMITH: Does she have any interaction with
5 the -- any employees represented by the union?

6 THE WITNESS: No. She might be in earshot when Martin is
7 handing out work and they get off at 4:00 in the afternoon, so
8 she would be gone before they came in at the end of the day for
9 their route sheets, so I don't think they're -- I mean, she
10 knows them because she's been there so long, but no duty
11 activities.

12 HEARING OFFICER SMITH: That's actually what I was asking
13 about.

14 THE WITNESS: Okay.

15 HEARING OFFICER SMITH: Although I didn't say it.

16 THE WITNESS: Yeah. Sorry. Trying to be thorough.

17 HEARING OFFICER SMITH: You said there are nine field
18 sales reps?

19 THE WITNESS: Yes.

20 HEARING OFFICER SMITH: What are they responsible for?

21 THE WITNESS: They sell our services within the community.
22 They sell open market recycling services, they sell roll off
23 services for the industrial waste. They sell franchise
24 business, such as a compactor at a hotel. They would offer
25 different service levels and they're commissioned. They have a

1 small base pay, but they're all commissioned and having sales
2 quotas they have to meet on a monthly basis, so they're a
3 commissioned employee. Does that make sense?

4 HEARING OFFICER SMITH: Yes.

5 THE WITNESS: I'm sure you're familiar with that process.

6 HEARING OFFICER SMITH: Any history of collective
7 bargaining for the field sales reps?

8 THE WITNESS: No.

9 HEARING OFFICER SMITH: And where do they work?

10 THE WITNESS: I've got some located at my facility in the
11 E1 building. There's three, sometimes four that are office'd
12 (sic) in there. And then there are offices where my sales
13 manager works at the Sahara location because I don't have any
14 more office space, so they are located at the Sahara office on
15 our second floor. That's where their desk is, but they're
16 hopefully 90 percent out in the field with customers.

17 HEARING OFFICER SMITH: So they're working out of offices?

18 THE WITNESS: They're -- they had a laptop and they're out
19 in the field most of the times.

20 HEARING OFFICER SMITH: Okay.

21 THE WITNESS: But they have a place at the end of the day
22 that they can come in and plug in. They are salaried. They're
23 not hourly, so they're compensated on a corporate -- corporate
24 designed compensation program.

25 HEARING OFFICER SMITH: And what are their working hours?

1 THE WITNESS: Because they're not salary, I think that
2 most of them come in about 7:00, 7:30 in the morning and leave
3 generally 4:30 or 5:00 in the afternoon. They don't punch
4 clocks, so they have some ability to adjust as they need. For
5 them, if they don't work, they don't get paid because they're
6 on a commission basis, so they may work different hours to meet
7 with customers. I can tell you a couple of my construction
8 reps will sometimes come in at 3:00 in the morning to be at a
9 construction jobsite. We don't manage that, so we don't ask to
10 see where you're going to be. They have duties to sell.

11 HEARING OFFICER SMITH: And who is their supervisor?

12 THE WITNESS: Bill Leger. Well, there's a supervisor
13 between Bill. Jack Zaher is the sales supervisor.

14 HEARING OFFICER SMITH: Z-A --

15 THE WITNESS: Z-A-H-E-R. And he reports to my sales
16 manager, Bill Leger, L-E-G-E-R. Is there a test at the end?

17 HEARING OFFICER SMITH: And do they have any interaction
18 job related with employees represented by the union?

19 THE WITNESS: The interaction they would have is if there
20 was a customer specific need. I'll use the Venetian for an
21 example. The Venetian Hotel has currently some construction
22 going on in their dock area where we service their waste and
23 recycling. And one of the sales reps, Fred Crosley, was
24 recently down there with our supervisor and had a driver meet
25 them there to help us understand exactly what our truck could

1 or couldn't do to service that customer while they were doing
2 construction.

3 So he would have been there with a supervisor and having a
4 driver make a maneuver down there for ten minutes to see if it
5 was possible to meet the customer's request. Sometimes we have
6 large jobs such as Mandalay Bay where we'll be moving 40 boxes
7 in a day for a convention and we have a -- what we call a lay
8 down yard where the contract of the convention, I'll use -- the
9 services show for example, they have one contact that says as
10 we're tearing the show down, we're going to have these boxes
11 filled at different times.

12 Fred would be designating which boxes are next to get
13 pulled and that designation is not him calling the driver and
14 telling them, it would be more as the driver is coming back to
15 get another box, there would be indications where the driver
16 should go next. So he's working with the customer to say this
17 one's ready, and then he would be the one that would be
18 designated when that one's ready to be hauled. And typically
19 that's done with a supervisor through our invoices system, but
20 on very large projects like this, there's so much activity.
21 Every five minutes that driver is back there.

22 So he would be the onsite person making sure that the
23 customer -- most of the times at the convention center, the
24 customer is pointing them to a box and he's just making sure
25 that we're keeping track of how many they're pulling. Does

1 that make sense? There can be 40 boxes on the show, and it
2 happens at the convention center, it happens at the Sands, and
3 you know, with the convention room that we have in the city,
4 there's a lot of times that we're moving multiple boxes and
5 they have a -- I know the convention center's union. I'm not
6 sure what the other locations are, but they'll have a foreman
7 or their lead person that is managing their people loading
8 boxes and designating to our driver which box to go get next.
9 Fred may be down there just to make sure it's running smooth.

10 HEARING OFFICER SMITH: Okay. And I know you've had a few
11 minutes now since I'd asked you about any nonsupervisory,
12 nonmanagement employees not represented by the union. Have you
13 thought of any additional in the meantime since I've asked you
14 that?

15 THE WITNESS: No.

16 HEARING OFFICER SMITH: Is there any interchange between
17 the dossier clerks at Cheyanne and any of the other two
18 facilities?

19 THE WITNESS: Do they ever work at the other locations?

20 HEARING OFFICER SMITH: Yes.

21 THE WITNESS: Not that I'm aware of. They have their own
22 clerks.

23 HEARING OFFICER SMITH: What about for the medical waste
24 billing clerk?

25 THE WITNESS: I'm the only one that has that in the whole

1 corporation.

2 HEARING OFFICER SMITH: Okay. And what about for the
3 field sales reps?

4 THE WITNESS: One of those nine does do field sales,
5 mainly in the Henderson area. The old chart shows that he is
6 in my purview, but his main activity is in the Henderson area.
7 So I would say that he sells more for Calvin Francis at the
8 Henderson location than he does for me, but there's only one
9 sales manager and sales supervisor that report to me, so
10 structurewise, he falls under my purview.

11 HEARING OFFICER SMITH: Okay. And all these employees
12 that I've just been asking you about, the safety rep, dossier
13 clerks, medical waste billing clerk, field sales reps, they all
14 fall under the same policies that apply to the rest of the
15 Cheyenne employees, don't they?

16 THE WITNESS: I would say the people that worked in the
17 Sahara office probably fall under the dress codes of that one
18 policy because they don't work in my division because they're
19 the only ones that aren't at my location, so I would say that
20 they probably have some different policies. They have
21 different parking rules and building access because of where
22 their office is.

23 HEARING OFFICER SMITH: Okay. So with that exception, the
24 dress code policy, the bulk of the policies that apply to the
25 rest of the Cheyenne employees apply to these employees also?

1 THE WITNESS: Yes.

2 HEARING OFFICER SMITH: Okay. Anything on redirect?

3 MR. DITELBERG: Yeah, I'm going to have some. If I can
4 take just a couple of minutes off the record to consult?

5 HEARING OFFICER SMITH: Yes.

6 MR. DITELBERG: Thank you.

7 HEARING OFFICER SMITH: We'll go off the record.

8 (Off the record at 2:35 p.m.)

9 HEARING OFFICER SMITH: Okay. We're on the record.

10 MR. DITELBERG: Thanks.

11 Q BY MR. DITELBERG: I believe you were being asked by the
12 Hearing Officer in terms of policies or protocols or work rules
13 that were applicable to some of the clerical and other
14 employees that you described as opposed to those who were in
15 the classifications that the Union is petitioning for.

16 A Uh-huh.

17 Q Do you recall that?

18 A Yes.

19 Q Aren't there other work rules or protocols that are
20 applicable to the classifications the Union is petitioning for
21 as opposed to the clericals and such as the permitting
22 protocols that you're describing?

23 A Yes. Conversely, there would be different rules for the
24 clerical that wouldn't apply to the shed outside people.

25 Q Okay. It would also be the case, you know, just sort of

1 generally using the terminology of the outside versus the
2 inside employees?

3 A Yes.

4 Q Okay. And how about the safe handbook which has been
5 introduced as an exhibit, are there, you know, is there
6 different applicability, you know, with certain aspects of the
7 safe handbook to certain jobs as opposed to others?

8 A Yes, there's sections in the safe handbook that apply to
9 different positions, yes.

10 Q Okay. I just wanted to clarify some of the testimony with
11 respect to transfers or, you know, employees who worked at your
12 facility and then perhaps worked in another facility of the
13 three that are within the scope of the petition. How long have
14 you been the general manager or worked at Cheyenne?

15 A It'll be eight and a half years this time.

16 Q Okay. And how many employees have gone from your facility
17 to another facility in total? You know, in terms of permanent
18 transfers?

19 A More than 50.

20 Q Okay. And what jobs were those in?

21 A Most all were in the Union classifications.

22 Q Okay. How about in the non-Union classifications?

23 A I can't think of any in the last eight years.

24 Q Okay. And can you think of any, you know, with respect to
25 the job classifications within the scope of the Union's

1 petition?

2 A I can't think of any in the last eight years.

3 Q Okay. And --

4 A Well, hang on. Reyna Espinda was a dispatcher for me and
5 is a dispatcher for Mark. They had an open position and she's
6 doing some accounting role. So there was one person that bid
7 on an open position --

8 Q Okay.

9 A -- that was an office person for me and dispatch
10 classification that is now working for Mark in a different type
11 of position up there at Apex.

12 Q Okay. Those are dispatcher positions which the Union is
13 not seeking to represent?

14 A Correct.

15 Q Okay. And which the company is also --

16 A Yeah, I was answering the question before that, it was
17 much broader.

18 Q I understand. Okay.

19 A I apologize.

20 Q And with respect to the non-Union positions and I think
21 you used, you know, the terminology bid, I mean it's not really
22 a formal bidding procedure; is it?

23 A Non-Union is a job posting.

24 Q Right. And I think you testified that it's a national job
25 posting, correct?

1 A It is.

2 Q So potentially anybody anywhere, you know, within Republic
3 Services could apply for that position?

4 A Yes.

5 Q And have you had any situations where people from let's
6 just say outside the Las Vegas metropolitan area have applied
7 for positions at Cheyenne?

8 A Yes.

9 Q Okay. And I think you testified, you know, that you're
10 the one who makes the determination in terms of hiring?

11 A Yes.

12 Q Okay. And is that based on merit or seniority or --

13 A Hiring?

14 Q Hiring, you know, when you put one of these job postings
15 out there?

16 A I hire the most qualified candidate.

17 Q Okay. Is that based on your determination?

18 A My determination with the direct supervisor that also
19 interviewed the employee's consultation. So --

20 Q The supervisor underneath you?

21 A Yes, underneath me that would have done the first level
22 interview. Then I have the final interview and then I would --
23 they only give them to me when they approve that person so they
24 can interview ten people and I only get to see one. So that
25 was their review to me. So I wouldn't see the other nine

1 candidates.

2 Q Right.

3 A I only get the one that they recommend for the job.

4 Q And again, these are, you know, what I'll call permanent
5 or indefinite transfers as opposed to, you know, temporary
6 transfers on a day to day --

7 A Yes.

8 Q -- week to week basis?

9 A Correct.

10 Q Okay. And they're voluntary, correct?

11 A Well, I wouldn't call it a transfer. It's a new job for
12 them.

13 Q Okay. Yeah.

14 A Because they terminate their old job and get hired new
15 with ours.

16 Q That's fair. Now, turning to Exhibit P-3, I don't know if
17 you have that in front of you?

18 A I do.

19 Q Okay. And I think you testified that this is a memo that
20 was distributed nationally; is that correct?

21 A That is correct.

22 Q Okay. Is there any aspect to this process that describing
23 this memo that is limited to just the three facilities,
24 Henderson, Apex and Cheyenne as opposed to applicable to other
25 facilities?

1 A No.

2 Q Okay. And am I correct that this memo is also applicable
3 to the Laughlin facility?

4 A Yes.

5 Q Is it applicable to the Sahara administrative office?

6 A Yes.

7 Q Is it applicable to the recyclery?

8 A Yes.

9 Q Okay. And I think there were some questions and some
10 testimonies about, you know, whether the, you know, whether
11 Republic Services or, you know, the organization, you know,
12 provides you with a block grant of funds. Do you recall that
13 testimony?

14 A Yes, I do.

15 Q Okay. Is there any block grant -- is there any combined
16 block grant that is provided to just the three Las Vegas
17 facilities at issue here, Apex, Cheyenne and Henderson?

18 A We each have our own block.

19 Q Okay. There is no combined block; is that correct?

20 A No.

21 Q Okay. With respect to any employee benefits, are you
22 aware of any employee benefits that apply only to the three
23 facilities, Henderson, Apex and Cheyenne that do not apply to
24 some other facility including but not limited to Laughlin, the
25 recyclery or the Savannah (sic) administrative office?

1 A For people not --

2 Q For non-Union employees?

3 A There is not.

4 Q Okay. And does that include with respect to let's say
5 health insurance costs or copays? Again, for non-Union
6 employees?

7 A To my knowledge, it's the same.

8 Q Okay. And with regard to the policies within E-7, you
9 know, for example, the attendance policy, you can take a look
10 at it if you'd like.

11 A Okay. Got it.

12 Q Is that applicable to only Apex, Cheyenne and Henderson?

13 A No.

14 Q Is it also applicable to Laughlin, the recyclery and the
15 administrative office?

16 A It is.

17 Q Okay. And is that the same with respect to the other
18 policies that were referred to like the TO policy, the dress
19 code policy, the cell phone policy?

20 A Some of those have larger spans.

21 Q Even larger?

22 A Even larger, yes.

23 Q Okay. Are there any of the policies in E-7 that are
24 applicable to just the three facilities in question? Apex,
25 Henderson and Cheyenne?

1 A I haven't been asked about all the policies so without
2 looking at every single document that is included in here, I
3 would --

4 Q Okay. Why don't you take a look and again, I'm also
5 referring to non-Union employees.

6 A I don't -- there's nothing that's specific just for those
7 three locations, no.

8 Q Okay.

9 A If that was the question.

10 Q Yes. Now, there was reference to Mark Prochaska as an
11 area human resources vice president; is that correct?

12 A Yes.

13 Q And I think you testified that the area for which he is
14 vice president includes, you know, many other facilities other
15 than those in the metropolitan Las Vegas area?

16 A I think there's 14 total business units.

17 Q Okay. And that includes not just the three facilities,
18 you know, not just Apex, Cheyenne and Henderson, but also
19 Laughlin, the recyclery and the Sahara administrative office,
20 to your knowledge?

21 A It includes them, Fresno, Sacramento, Stockton, Richmond,
22 Pacheco, Solano, San Mateo, San Jose. I know many of those
23 general managers as well.

24 Q Okay. Now, I think you testified to at least a couple of
25 the positions that with respect to wages that you haven't

1 topped out in terms of the range that was potentially within
2 your discretion; is that correct?

3 A Yes.

4 Q Okay. So you potentially could offer a wage increase
5 higher than what is in any current established range; is that
6 correct?

7 A For non-Union hourly employees, yes.

8 Q Okay. And with respect to -- just turning briefly to the
9 job classifications under the collective bargaining agreement,
10 the Union positions, could you describe based on your personal
11 knowledge the difference in job duties and functions with
12 regard to those positions at your facility and with respect to
13 those at the Apex landfill?

14 A For the people in these -- the group list on page 13?

15 Q Yes. Right.

16 A The differences?

17 Q Yeah. In terms of --

18 A Oh, the operators for instance my operators are paid and
19 classified under the landfill people but they're at my
20 location. So we did not go site specifically; went to type of
21 location. So we didn't have Sloan, Henderson, Cheyenne aren't
22 listed as hauling locations when this contract was negotiated.
23 We just talked about types of positions. So Apex has people
24 that have training on how to handle asbestos at the working
25 face (sic). They operate vehicles spreading leachate that my

1 people wouldn't know how to do. They have Union people that do
2 different functions with moving water, managing wells. They
3 have some technicians that have some electrical background
4 different than mine. They've got gas wells. They've got a
5 whole different litany of different operating processes for
6 those operators. Different than mine that are in a stationary
7 transfer station.

8 Q Okay. And I'm also looking at page 13 of the CBA of
9 Exhibit P-1. And I note that there's like a whole group of
10 employees called landfill personnel. Do you see that?

11 A I do.

12 Q Okay. Do you have any such personnel at your facility?

13 A That's the only place that we classify our operators.

14 Q Yeah.

15 A So my operators are paid under that classification.

16 Q Okay. And other than that?

17 A Heavy equipment mechanics, I have two of those that are
18 under that classification.

19 Q Okay. Any others?

20 A I have a senior operator during training periods we pay
21 him a senior rate.

22 Q Uh-huh.

23 A About three months a year.

24 Q Are there classifications that you don't have both there
25 and just generally within the collective bargaining agreement?

1 A Well, there's more that I have that the others don't.

2 Q Okay. Why don't you explain that?

3 A I have painters, they don't. I have upholsterers, they
4 don't. I have a graphics department, they don't.

5 HEARING OFFICER SMITH: Can you go a little bit slower
6 please?

7 THE WITNESS: I'm sorry.

8 HEARING OFFICER SMITH: Sorry, you said the --

9 THE WITNESS: Let's start at the top of the list for you,
10 okay?

11 HEARING OFFICER SMITH: Okay.

12 THE WITNESS: I have industrial drivers. I have medical
13 van drivers.

14 HEARING OFFICER SMITH: Now, this is who you have
15 generally or who you have that's different than other
16 facilities?

17 THE WITNESS: I have those only at Cheyenne.

18 HEARING OFFICER SMITH: Okay.

19 THE WITNESS: Apex only has sludge drivers. It's another
20 list. So Apex has sludge drivers. I have painters; nobody
21 else does. I have upholsterers; nobody else does. I have
22 graphics department; notably else does.

23 HEARING OFFICER SMITH: And because community of interest
24 is an issue also possibly for the residual unit, although this
25 gets into even more details, it might be worth at least getting

1 into the responsibilities of some of the bargaining unit
2 employees.

3 MR. DITELBERG: The ones that he has exclusively or --

4 HEARING OFFICER SMITH: Probably the ones that he has at
5 his facility. But especially the ones that he has exclusively
6 would be helpful.

7 MR. DITELBERG: Yeah, sure.

8 Q BY MR. DITELBERG: Can you, you know, briefly summarize
9 the general job duties and responsibilities and why don't you
10 start with the classifications that you have exclusively at
11 Apex and then describe the others to the extent of your
12 knowledge?

13 A Would it be fair for me to tell you why --

14 Q I'm sorry, at Cheyenne, I apologize.

15 A Would it be fair for me to tell you why I had them and
16 they don't? Is that acceptable?

17 Q Well, why don't you start with that and then go in to
18 describe the classifications.

19 A Okay. Back in 1982, I had the only facility.

20 Q Uh-huh.

21 A So when the other facilities opened up, they never added
22 the positions that were only at the one facility.

23 Q Uh-huh.

24 A So I've always had the -- back in 1982, until today, I had
25 the only graphics shop, I had the only paint shop, I had the

1 only medical waste division. They don't have those functions
2 at their business unit.

3 Q Sure.

4 A They were only at Cheyenne and when we build the new
5 facilities, we didn't replicate those at the new facilities.
6 So they were in this contract as those designations before we
7 had the other facilities, and so I was left with them more than
8 I have them different than them. Does that make sense?

9 Q Yes. Okay. So why don't you turn to the area of inquiry
10 that the Hearing Officer was asking about. Just you know,
11 generally describing, you know, again starting with those
12 classifications under the CBA that you have exclusively at
13 Cheyenne and then if you can to the extent of your personal
14 knowledge just, you know, briefly describing the
15 responsibilities at the others.

16 A Well, the three most specific classifications that are
17 different at Cheyenne are the upholstery, the painters and the
18 graphics. And they are paid the exact same rate as the
19 mechanics and welders. And the Union --

20 HEARING OFFICER SMITH: You said upholstery, graphics and?

21 THE WITNESS: Painters.

22 HEARING OFFICER SMITH: Painters.

23 THE WITNESS: They're all the original starting rate of
24 29.17. And they've all got the same increases all along. The
25 reason those are designated as separate lines is later in the

1 contract, there's some discussion about rights to subcontract
2 and those specific job duties have been listed in the contract
3 and agreed to by both the Union and the company that we would
4 not subcontract those duties. So to make sure those jobs were
5 protected, we itemized those separately. Does that make sense?

6 HEARING OFFICER SMITH: So their duties are spelled out in
7 the contract?

8 THE WITNESS: Their -- let me find the subcontract clause
9 in here. Sorry to take you on another direction.

10 UNIDENTIFIED SPEAKER: 15.

11 THE WITNESS: Page 15. Thanks, Tom. Subcontracting, it
12 talks about what we cannot subcontract out and once we put
13 these people into the classification, they are protected so we
14 cannot subcontract them out. It tells us what we can
15 subcontract out and so then it refers back to the job
16 classifications listed in our through section 4. That's the
17 bargaining unit work. So when they define that position as a
18 graphics person who at one point was only a couple hours a day,
19 we secured that as a bargaining unit position that we cannot
20 subcontract out.

21 HEARING OFFICER SMITH: Okay. So that doesn't answer the
22 question.

23 THE WITNESS: Okay. I apologize.

24 HEARING OFFICER SMITH: That's all right.

25 THE WITNESS: So you want to know what they do?

1 HEARING OFFICER SMITH: Yes.

2 THE WITNESS: Okay. The graphics people, there's two of
3 them. They make, produce decals, signs, banners, things within
4 our division that we now do not purchase outside. So stickers
5 on trucks, warning labels. We purchased some pretty
6 extravagant equipment for them. Huge laser printers, computer
7 programs and they work with the weld shop. Most of their work
8 is used with the container and paint shop applying graphics,
9 providing graphics for the other bargaining unit people to
10 apply to our vehicles and our containers. So they are a
11 subsidiary of the group that's painting and repairing
12 containers and welding and fixing trucks. So if a truck got
13 damaged and the door had a sticker on it that said Republic
14 Services, they would have that graphic made and put it back on
15 that truck. And they would install it back on that truck.

16 So it's kind of a maintenance function. Just like the
17 paint and body shop. The painters also, you know, repair
18 damaged trucks that are in wrecks. They fix vehicles like a
19 mechanic would but in a painting role. So they have different
20 qualifications. You know, I can't take a mechanic and ask him
21 to go paint a container. And I can't ask a painter to go fix a
22 truck. So we've segregated what their talents are and then
23 they're job requirements, we have different postings for those
24 positions and you have to be qualified to be able to get those
25 positions both within the contract and we're hiring from

1 outside.

2 HEARING OFFICER SMITH: Okay. To the extent that you can,
3 try to be responsive to the question itself. So if the
4 question is the responsibilities, try to stick with that. So
5 that we don't get into more stuff.

6 THE WITNESS: Okay.

7 HEARING OFFICER SMITH: Even more information that we
8 don't need.

9 THE WITNESS: So responsibilities is different than
10 duties?

11 HEARING OFFICER SMITH: Well, you got into some of the
12 hiring requirements and different things like that. Really --

13 THE WITNESS: I apologize.

14 HEARING OFFICER SMITH: -- okay.

15 THE WITNESS: So their responsibilities are to provide
16 additional maintenance functions within our work group and they
17 also provide graphics material for Apex, Henderson, recycling
18 center, Sahara and sometimes even outside of our location they
19 make things, banners, decals and things that are used
20 throughout the organization not just locally here. And we're
21 using Union labor to do that.

22 HEARING OFFICER SMITH: And painters?

23 THE WITNESS: Painters are fixing trucks for all of our
24 locations here locally. We've even fixed trucks for St.
25 George, Lake Havasu, Boulder City or Bullhead City. Of course,

1 Laughlin as well. So I think we're probably one of the very
2 few companies in Republic that actually have a body shop and a
3 paint shop. And it's protected by the contract like medical
4 waste is so they exist.

5 HEARING OFFICER SMITH: And upholstery?

6 THE WITNESS: Same thing. It was there years ago and they
7 upholster seats, they upholster arm rests for the trucks, the
8 maintenance function, and then when we make banners, they
9 actually put the eyelets in to hang banners. So the upholstery
10 department, the guy that's there has his own upholstery sewing
11 machine as part of his job tools. We don't provide that. So
12 that pretty much says the guy's that going to be the
13 upholsterer has that talent because he has the equipment to do
14 that.

15 HEARING OFFICER SMITH: And what area of the facility do
16 they work?

17 THE WITNESS: The upholstery and graphics are in building
18 E-2 which is the weld shop. And the painters are in building
19 E-3 which is a standalone building that does paint and body
20 shop and has a paint booth as well.

21 HEARING OFFICER SMITH: Okay.

22 Q BY MR. DITELBERG: Has that covered all the
23 classifications?

24 A that are different at my place?

25 Q Yes.

1 A Yes.

2 MR. DITELBERG: Mr. Hearing Officer, did you want him to
3 also address the other classifications to the extent of his
4 knowledge or?

5 HEARING OFFICER SMITH: If we can do it -- if we can go
6 off the record.

7 (Off the record at 3:11 p.m.)

8 Q BY MR. DITELBERG: Okay. If you could continue with
9 respect to the job classifications that are referenced in the
10 CBA which are not exclusive to Cheyenne and briefly describe to
11 the extent of your personal knowledge the full responsibilities
12 of each of those classifications and -- I'm sorry, we're
13 talking actually now about Cheyenne. If you can explain core
14 job duties and who their supervisors are.

15 A Okay. The painters, graphics and upholsterers all report
16 to a gentleman named Jim Rainey through an operation supervisor
17 one level below him whose name is Wayne Harris. For point of
18 reference, Jim nor Wayne have any non-bargaining unit people
19 under their direction or in their location. If that helps.

20 Q Are there any further classifications?

21 A Not at Cheyenne.

22 Q Okay. Should we stay at Cheyenne or have him --

23 A Now, I know where the question's going, I --

24 Q Yeah.

25 A -- think I wouldn't be the best answer about Mark's people

1 at Apex.

2 Q Okay. All right.

3 A For the classification I know he has different than
4 everybody else. I don't know the supervisor. I don't know
5 their work hours. I don't know where they function at their
6 facility so.

7 Q Okay.

8 HEARING OFFICER SMITH: Just for the Cheyenne facility.

9 MR. DITELBERG: That's fine.

10 THE WITNESS: I pass on that one then.

11 MR. DITELBERG: That's fair.

12 THE WITNESS: I know it's different, but that's his --

13 Q BY MR. DITELBERG: Okay. Just another question or two.
14 With respect to the outside shed employees, do they have access
15 to corporate email?

16 A I believe they do. I think that for them to have what the
17 petitioning party had referred to as computer based training --

18 Q Right.

19 A -- I think they have to receive an email to be able to
20 access that training. But that is done on a computer that's
21 not where they normally function. They would have to come into
22 a training computer to take that training. So for them to get
23 that opportunity to do that training, they would have a
24 corporate email address.

25 Q Okay. But that's not part of their usual day to day job

1 duties?

2 A No.

3 Q Okay.

4 A They would not be sending and receiving emails on a normal
5 day.

6 Q Okay.

7 MR. DITELBERG: I don't think I have anything further.

8 HEARING OFFICER SMITH: Do you have drivers at your
9 facility?

10 THE WITNESS: Yes.

11 HEARING OFFICER SMITH: Okay. Generally, what are the
12 responsibilities of the drivers and I'm done with that.

13 THE WITNESS: To follow our designated routes or work that
14 we have set for them for the day. Service our customers in the
15 waste and recycling business in this market. Communicate with
16 their supervisors of any issues or concerns including safety
17 times that they may be behind or ahead. Communicate when
18 they're completed with their assignment before they come back
19 to the yard. Do pre-trip and post-trip inspections under DOT
20 laws. There's just -- that's the general job of a driver.

21 HEARING OFFICER SMITH: And the bulk of their work is away
22 from the facility?

23 THE WITNESS: All of -- other than the beginning of the
24 shift and the end of the shift or possibly when they're dumping
25 at the facility, it's all out on route, yes.

1 HEARING OFFICER SMITH: And who do they report to?

2 THE WITNESS: The operations supervisors and there's 27 of
3 them that fall under four different operations managers.

4 HEARING OFFICER SMITH: Twenty-seven operations
5 supervisors?

6 THE WITNESS: Yes, sir.

7 HEARING OFFICER SMITH: And four operations managers?

8 THE WITNESS: Yes.

9 HEARING OFFICER SMITH: None of which supervise any of the
10 gate operators; is that correct?

11 THE WITNESS: No.

12 HEARING OFFICER SMITH: Okay.

13 THE WITNESS: And I got the number right. I just counted
14 them off the sheet. Yay.

15 HEARING OFFICER SMITH: And what about helpers? What do
16 they do?

17 THE WITNESS: That is a classification that doesn't hardly
18 exist anymore. In years past, we had two men reload trucks, we
19 had people that were paid at a lesser rate that weren't
20 drivers; they were considered swamper and manually throwing
21 trash. In 2002, we -- 2002 or '06, there's a MOU in here about
22 it. We went to an all driver workforce where everybody is
23 hired in as a driver and we have several employees that were
24 here before that time that could not get their license or
25 weren't able to pass the tests. So we grandfathered them in as

1 helpers. I can think of six off the top of my head of my total
2 driver workforce of 500 or so that are still helpers only. And
3 we have left them on a two-man truck. Most of them are -- been
4 here 20 years, 25, 30.

5 HEARING OFFICER SMITH: Okay.

6 THE WITNESS: Nearing retirement.

7 HEARING OFFICER SMITH: Need to go off the record for just
8 a minute.

9 (Off the record at 3:19 p.m.)

10 HEARING OFFICER SMITH: Okay. So you were saying what the
11 helpers do?

12 THE WITNESS: Yes, those are limited employees. I think
13 there's six or seven left at my location. Calvin will be able
14 to testify if he has any yet that still work that don't have a
15 license. So they are only helpers that are throwing trash.
16 Every other truck that we send out, even if it's a two-man
17 truck have both of them are drivers. And we pay them full
18 driver wage. They what we call share the wheel. So during the
19 day, they switch off driving and helping either pulling
20 containers or throwing trash. That's been much more favorable
21 for the employee because they don't have to be on the back of a
22 truck for ten hours and do nothing but manual labor. They
23 actually share that responsibility and that work effort.

24 HEARING OFFICER SMITH: So most of their work is out in
25 the field also?

1 THE WITNESS: All of it is.

2 HEARING OFFICER SMITH: And do they also work for the 27
3 operation supervisors in the four operation centers?

4 THE WITNESS: Yes, they do.

5 HEARING OFFICER SMITH: And then there's classifications
6 under shop and garage personnel generally. They have
7 mechanics, welders, the painters, upholsterers and such. Would
8 it be fair to say that by the description that these are
9 employees that work in -- well essentially a garage or how
10 would you describe the facility where they're working?

11 THE WITNESS: Yeah, there are two shops. There's one we
12 call building W-1 which is our main maintenance facility. WE-2
13 which is our weld shop; so W-1 would have mechanics, service
14 personnel, parts personnel and senior mechanics and they report
15 up through the supervisors under Steve Venatos Rain (phonetic);
16 he's my maintenance manager. And then the three previous
17 listed people, graphics, upholstery, painters and welders would
18 all report through Wayne Harris to James Rainey, Jim Rainey at
19 the weld shop. They are all onsite with the exception of some
20 of the welders are remote repair people that go out and do
21 repairs in the field for compactors, containers. They leave in
22 a company provided truck to go fix our containers or our
23 equipment in the field.

24 HEARING OFFICER SMITH: Okay. And then I think we've
25 already covered landfill personnel. So I think unless I'm

1 missing something, I think we have the basics.

2 MR. DITELBERG: I think so.

3 HEARING OFFICER SMITH: Anything further?

4 MR. DITELBERG: No.

5 HEARING OFFICER SMITH: Anything on recross?

6 MR. MYERS: Well, I guess just to fill in a couple of
7 issues.

8 **RECROSS-EXAMINATION**

9 Q BY MR. MYERS: I want to make sure I understand going back
10 to Employer 11 --

11 A Sure.

12 Q -- the dispatchers that are in the line of command going
13 up to Kurt Mayer, the controller --

14 A Yes.

15 Q -- You had indicated that originally that there were four
16 of these dispatchers whom you felt should be included in the
17 unit. And then I take it from that that there were 13 included
18 in the ops clerk whom you considered should not be in the unit.
19 Can you elaborate on what, if anything, these four employees
20 whom you thought would be in the unit do that maybe lead to
21 that conclusion.

22 A When we were presented with the right to represent
23 petition, the -- one of the descriptions in the people they
24 wanted to represent was a term called weigh master.

25 Q Uh-huh.

1 A And in our opinion as we now think as incorrect, including
2 people that operated the scale because they actually are
3 weighing a vehicle.

4 Q Uh-huh.

5 A So those people we felt had some similarities to what the
6 petition was asking for, however, in hearing the Petitioner's
7 explanation of their representation, it was clearly made to be
8 more customer faced out sort, outside people and we were kind
9 of torn between how much of their duties are weighing versus
10 doing other office duties at the beginning anyway. And advice
11 of counsel we felt that --

12 Q Don't get into advice of counsel.

13 A Oh, I'm sorry.

14 Q I'm not asking for anything your counsel may have told
15 you. But regardless, the conclusion was that you decided they
16 were what? More like the other dispatchers than anybody else?

17 A Yes.

18 Q Yeah. Not a problem. And so but that -- you've helped
19 clarify something. So of the dispatchers and I'm going to say
20 17 dispatchers because the op clerk that you had there is
21 really a dispatcher according to your testimony. Four of them
22 perform some work at this computer terminal weighing vehicles
23 as they come in across the scales; is that right?

24 A More do, but they are -- that's their main location. They
25 have -- their full schedule is at that terminal.

1 Q I see.

2 A Where they do other work as well.

3 Q All right. Okay.

4 A And the reason -- they have off days so there's relief
5 people as well.

6 Q All right.

7 A The other dispatchers -- they're all trained to do it.

8 Q Everybody's trained to do it, four of them actually sit in
9 an area where they're closest to this machine that does it.
10 And so they're doing other things but they're more likely to be
11 doing this weighing function.

12 A When it presents itself, yes.

13 Q Okay. And then when they're not doing that, you've
14 described what they do I think in a fair amount of detail. So
15 thanks. You -- then we talk about looks like the safety wrap,
16 the dossier clerks, the medical waste billing clerk and the
17 sales reps. Okay. Only if you know, but I'm curious, is there
18 a safety rep at either of the other two facilities at issue
19 here?

20 A I don't know. I know they have people that take care of
21 other duties though.

22 Q I see. The duties are there but you don't know if there's
23 a dedicated person that does it?

24 A I would think by size there wouldn't be.

25 Q Okay.

1 A My person doesn't help them. But because of my volume, I
2 think I'm allotted to have one.

3 Q The dossier clerks -- is there a difference between what
4 Donna Crouch does and the other woman who's name --

5 A Sobriada?

6 Q Sobriada.

7 A They're both working in dossier. Donna has different
8 responsibilities that fulfill her days such as the DMV stuff
9 and that kind of thing. And then Sobriada has different things
10 that fill her day which would be the invoice input for
11 container activity, deliveries and redeliveries and removals.

12 Q And then is there overlapping duties?

13 A Yeah. They share the same job. So if one's gone, the
14 other person does all of it and Sobriada could go to DMV and
15 Donna could go to DMV. They both sit side by side in the same
16 office building.

17 Q Okay. Do you know if there's persons in similar
18 capacities at either of the two other locations?

19 A Yes.

20 Q What do you know about that?

21 A Henderson has a dossier clerk and Apex has a dossier
22 clerk.

23 Q One at each?

24 A I believe so. By size, that would make sense.

25 Q Okay. Donna is the medical waste billing clerk and I

1 guess by nature, she must be the only one because the only
2 facility that has the medical waste function is Cheyenne?

3 A In the whole corporation.

4 Q Okay. Are there sales reps at the other locations, do you
5 know?

6 A I believe Mark has a special waste sales person that's not
7 under my sales manager's purview. And one of my sales reps
8 that sells mainly in Henderson probably has an office terminal
9 where he may sit from time to time at Henderson.

10 Q Okay.

11 MR. MYERS: One moment please. That's all the questions I
12 have. Thanks.

13 HEARING OFFICER SMITH: Anything on redirect?

14 MR. DITELBERG: I do not have anything.

15 HEARING OFFICER SMITH: Okay. The witness is excused.
16 You can take the stand. Thank you.

17 THE WITNESS: At some point it should be thank you for
18 your service.

19 HEARING OFFICER SMITH: Actually, I do have one question
20 for you.

21 THE WITNESS: Oh, I --

22 HEARING OFFICER SMITH: I didn't ask you the number of
23 drivers you have at your facility? Rough ballpark?

24 THE WITNESS: 560.

25 HEARING OFFICER SMITH: Thank you. I have no further

1 questions.

2 THE WITNESS: Okay.

3 MR. DITELBERG: I call Mark Clinker.

4 HEARING OFFICER SMITH: Okay. I'm going to have you
5 remain standing.

6 Whereupon,

7 **MARK CLINKER**

8 having been duly sworn, was called as a witness herein and was
9 examined and testified as follows:

10 HEARING OFFICER SMITH: Please have a seat. State your
11 name and spell it for the record.

12 THE WITNESS: My name is Mark Clinker, C-L-I-N-K-E-R.

13 **DIRECT EXAMINATION**

14 Q BY MR. DITELBERG: Mark, what is your current position?

15 A I'm the general manager for Apex, the plant.

16 Q Okay. And how long have you been in that position?

17 A For eight years.

18 Q Okay. Did you have any prior positions with Republic
19 Services?

20 A Yes, I did. For ten years I was the director of landfill
21 operations for the corporation in Fort Lauderdale, Florida.

22 Q Okay. Any prior positions with Republic before that?

23 A No, with -- well, yes and no. Before that, I spent ten
24 years with Browning-Ferris Industries who merged with the
25 present Republic so.

1 Q Okay. Could you describe generally your job duties as
2 general manager of the Apex facility?

3 A I am -- I have a full responsibility for the P&L of the
4 facility, the safety of the employees, the direction of the
5 staff and our operating permits. And you know, making sure
6 that, you know, we're doing things according to the regulations
7 and rules.

8 Q Okay.

9 HEARING OFFICER SMITH: You said P&L; what is that?

10 THE WITNESS: I'm sorry, excuse me, profit and loss
11 statement. Financials.

12 Q BY MR. DITELBERG: Is Apex its own business unit within the
13 organization?

14 A It is. It's business unit 446. Its' one of the largest
15 landfill facilities in the country.

16 Q Okay. How many acres is your landfill?

17 A 2,200 acres. 2,285 acres.

18 Q Now, there's been discussion of a Laughlin facility. Does
19 that come under your supervision as well?

20 A Yes, it does. It does also.

21 Q Can you explain sort of your management responsibilities
22 with respect to Laughlin?

23 A I'm the -- I have an ops supervisor there who runs the
24 facility and answers directly to me.

25 Q Okay. Is Laughlin considered a division?

1 A It is considered a division, yes.

2 Q Is it a business unit?

3 A No, it's not a business unit.

4 Q Okay. What -- can you explain your responsibilities as
5 general manager with respect to budgeting and profit and loss
6 accounting?

7 A Yes. I'm responsible to develop a budget within
8 guidelines. I present it to the corporation for their review.
9 What was the second part of that question?

10 Q That's fine. Do you have any responsibility in that
11 respect with regard to the Henderson or the Cheyenne facility?

12 A No, I do not.

13 Q Okay.

14 A Although they're my best customers.

15 Q Okay. And let's see here. Could you describe the
16 difference, you know, to the extent of your personal knowledge,
17 you know, between Apex as a landfill and Henderson and Cheyenne
18 as transfer stations?

19 A You know, just really the largest difference is the
20 landfill is a long-term construction project. It's operating
21 and managing, you know, a construction project under
22 engineering, drawings and guidelines. It's no different than a
23 building going up except it just takes, you know, a long time
24 to build. But it's all scrutinized. It's a construction
25 project. We're a building the landfill with the waste that the

1 community produces.

2 Q Okay. I was going to say what, if anything, do you do at
3 Apex that Cheyenne and Henderson do not do in terms of
4 operations?

5 A Our operations focus mostly around our 23 heavy equipment
6 operators who work around the clock. We're open 24/7. They're
7 responsible for placing the waste, compacting the waste,
8 covering the waste, doing -- running equipment to do dust
9 control. At both Apex and Laughlin. You know, it's materially
10 different than the transfer stations. I have a small focus on
11 trucking for my business unit. We have a division that does
12 trucking. But that's, you know, and that's -- it's an
13 important focus but it's not the main focus of a landfill
14 facility, which is construction which is basically construction
15 of, you know, for the landfill.

16 Q Do you have any difference in terms of public interface or
17 contact than Henderson and Cheyenne?

18 A I think -- yes, we do. We have -- the customers at our
19 facility actually we -- they have to check in at our scale
20 house and then they're directed a mile away or more or less
21 from where we receive them at the facility. Which is much
22 different than the small -- the transfer stations which are on
23 a much smaller piece of property and manage the waste in a very
24 much smaller area temporarily.

25 Q To your knowledge, do you have any different customer base

1 than Cheyenne or Henderson?

2 A I do have approximately ten percent of my business is
3 third party independent haulers in the marketplace.

4 Q And by independent having no relationship to any Republic
5 Services entity?

6 A That's correct.

7 Q Okay. Do you have any dedicated sales personnel at your
8 facility?

9 A I do. I have one dedicated, we call him a special waste
10 executive who works in the community with companies that
11 produce waste that need, you know, some special type of
12 treatment. And there's -- and it's a support function for the
13 community. So we only take non-hazardous waste. But there are
14 certain materials, for example, we assist the treatment
15 department, sewage treatment facilities, they can have
16 companies separate their oil and grease before it goes to
17 discharge. That material is brought to the facility under
18 paperwork criteria that we get approved and then we solidify
19 that for the customer and ultimately bury it at the landfill.

20 We also -- there are -- there's certain other special ways
21 that just have to be managed especially manifested, hauled
22 properly and treated properly. We provide, you know, that
23 whole service for the county here.

24 Q Okay. To your knowledge, do you have any different
25 permitting or permitting requirements or, you know, government

1 regulations that you're subject to that the transfer stations
2 are not?

3 A We have -- our permit is issued by the Southern Nevada
4 Health District under subtitle D regulations. It is vastly
5 different than the transfer station permits. And we also have
6 state permits that are issued at our facilities. I would say
7 yes, there is a big difference.

8 Q Okay. And you know, can you describe who you have in
9 terms of, you know, these sort of outside or shed employees.
10 First of all, do you use the same terminology yourself?

11 A No, we don't. We call our folks -- the folks in question
12 our scale attendants.

13 Q Okay.

14 A Our scale attendants are basically, you know, 99 percent
15 of the time they -- we have a gatehouse, what we call a
16 gatehouse. They work inside. The customer gets on the scales
17 and then some of the customers we have set up in automated
18 where they can check themselves in unattended just like you do
19 at the ATM at the bank. And some customers, they have whether
20 they have paperwork, the third party customer, they need
21 receipt. They need something signed. They'll come to the
22 window, we check them in that way.

23 Our scale attendants, you know, also have to have some
24 specialized training. We do -- we monitor all the materials
25 coming in the gate for radiation and they all are trained on

1 how to perform that function. They also with the special waste
2 that the salesman has to -- that the salesman, you know,
3 coordinates for us, we also have to coordinate it onsite to
4 make sure the paperwork's right. Just spot check the material,
5 make sure it's what the customer said it was. So they have
6 some specialized criteria.

7 We also --

8 Q Let me just stop you there. If you know, do the outside
9 scale personnel at Cheyenne and Henderson have that training?

10 A No.

11 Q Okay.

12 A They do not.

13 Q And is there a reason for that that you're aware of.

14 A It's a part of our permit for our folks that's not
15 required at the other facilities.

16 Q Okay. Do you maintain any work rules or work protocols
17 that derive from the fact that you have particular permitting?

18 A Yes.

19 Q Okay. Can you describe those with respect to the scale
20 attendants?

21 A Well, it would be their training, how they access the
22 trucks, what they have to do if they have to, you know, spot
23 check a special waste load. You know, how -- what they ask the
24 customer which is all -- that's fairly specialized training.
25 For monitoring, if -- we get a radiation signal from a vehicle,

1 we have a special procedure that they run the truck through
2 again and then they have to go out physically and we have
3 equipment that we can tell exactly what the material is and
4 then they have procedures that they have to declare it. If
5 it's -- 99.9 percent of the time it's medical. And it's -- so
6 it's -- but they have to document that and we keep records for
7 the State and work with the State on that.

8 Q Okay. If those employees do not follow those protocols
9 and breach those product protocols, could they be subject to
10 discipline?

11 A Absolutely.

12 Q Has that occurred?

13 A We've been very fortunate that we've trained and counseled
14 the employees and we haven't to this point haven't disciplined
15 any employees in recent history for missing anything.

16 Q Okay.

17 A They've done a fairly good job. We go through the
18 training and make sure they can, you know, they could do -- you
19 know, from the, you know, we like to see that they're accurate,
20 you know, to the level of a bank teller. You know, where
21 they're, you know, you really don't get a chance to make a lot
22 of mistakes in that business and we've kind of tried to set
23 that standard with that.

24 Q And why is that? What happens if you do make a mistake?

25 A Well, it's -- we could be subject to, you know, fines or

1 scrutiny so.

2 Q Uh-huh. And I think you said you process radioactive
3 material; is that correct?

4 A No, we do not process --

5 Q Do not process, sorry.

6 A -- we're monitoring for radioactive material and actually
7 as common as, you know, chemo treatment is now, people might go
8 home the same day they get chemo treatment, have some bodily
9 fluids that they throw away and we can detect those and check
10 to make sure there's not a hazard. It's just it's an
11 opportunity where we work with the state and we work with the
12 local armor who, you know, wants to control those materials and
13 make sure that they're, you know, they're not -- they're being
14 disposed of properly.

15 Q Okay. Could you to the extent you haven't done so
16 already, describe the general job duties and responsibilities
17 of your gate and scale attendants?

18 A They -- well, obviously, you know, their job is to, you
19 know, check the customer in. We require them to be customer
20 friendly. That's our contact with all of our customers that
21 come into the facility. That's our contact point and they are
22 one of our representatives. They're trained on customer
23 service, they're trained on safety. If a customer doesn't have
24 safety equipment, we provide that for them so that they wear
25 PPE when they're out on the working face.

1 We -- if they are a special waste customer, there's a
2 procedure that they have to go through to, you know, sign the
3 manifest, check the customer in properly in the right account.
4 If the customer needs help, we do -- and then we'll -- if they
5 have questions on pricing or anything, we have to make sure
6 that we're, you know, answering those questions and being
7 responsible, answering correctly.

8 Q Okay. Having heard the testimony with respect to the
9 Cheyenne shed employees, could you describe any differences in
10 the job duties and responsibilities between the Apex scale
11 attendants and, you know, gate attendants and those employees?

12 A My employees use the scales and electronics or automated
13 check-in. So we do not get out and measure the trucks. We --
14 our customers are fairly regular. So we do get into a pretty
15 good routine. We don't approach the trucks. If they have to
16 come to the -- a facility, they come to the window and do their
17 business. The only time we go out to a truck is if we have to
18 do some spot checking or whatever.

19 Q So just to be clear, are you saying that your scale
20 attendants work primarily inside?

21 A They work 99 percent of their job inside the trailer. You
22 know, very rarely do they have to go out. They don't go to the
23 working face except to, you know, periodically we have to check
24 loads. They don't spot trucks. They don't -- so very
25 different than the employees of the Cheyenne and Henderson

1 transfer station.

2 Q Are there any differences in equipment that they use as
3 opposed to the Cheyenne and Henderson employees?

4 A You know, our PPE -- we -- since there is the chance that
5 you could walk on waste, we just have a general policy at the
6 landfill that you wear puncture resistant boots. So all of our
7 employees wear puncture resistant boots. It's a little
8 different than the transfer stations. Other than that, the PPE
9 training, the safety training, you know, that is somewhat, you
10 know, standardized within that, you know, within that job
11 category or within that, you know, non-bargaining unit employee
12 category. So the big differences get to be in the special
13 waste. My scale employees also are all trained to -- we remove
14 the gas from the landfill. We have to treat it and then we
15 make electricity. There's a computer system that is -- that
16 they monitor during the off hours and they're all trained on
17 how to reset certain alarms if they should come about or alert
18 someone that, you know, something needs to be done.. So that's
19 another responsibility they have that we, you know, we don't --
20 I know we don't do at the Henderson and Cheyenne transfer
21 stations.

22 Q Okay. Could you describe generally what the paper pickers
23 at your facility do?

24 A The -- just as their job description is they spend, you
25 know, on -- you know, they spend the majority of their time

1 just picking litter at the facility. They actually are a big
2 part of our aesthetics. You know, the litter is, you know, is
3 something we try to focus on. It's a distraction. It looks
4 bad. You know, we try to keep the place organized. And they
5 are -- their primary job, you know, unless occasionally we
6 might need them to do something else, is just physically all of
7 them just pick up litter.

8 Q And do they do this throughout I think you described a
9 2,200 acre facility?

10 A Yes, they do.

11 Q Okay.

12 A They do the whole facility. And so, you know, I guess if
13 you have a job that -- you think about us when the wind blows
14 now, we're out there every time you get a wind alert or, you
15 know, the bags are, you know, usually the bags we pick up at
16 the grocery store, they're blowing and we're out there picking
17 them up. So it's a big task. It's a big job.

18 Q Okay. And you may have heard the testimony about the
19 utility workers at Cheyenne who were described as engaging in,
20 you know, some janitorial or cleanup duties. I don't know if
21 you could describe any differences between the paper pickers at
22 Apex and those employees in terms of their duties?

23 A Recently, we have not had them doing any janitorial
24 functions whatsoever. Occasionally, if things are really a
25 mess and you know, rather than, you know, let it go, I've had

1 them occasionally, you know, do some janitorial work. But not,
2 you know, we have somebody onsite who does that for us.

3 Q Okay. Do you have any dedicated human resources personnel
4 sited at Apex?

5 A I do.

6 Q Who is that?

7 A Sue Hunsberger does my HR work.

8 Q Okay. Is she actually locate -- she have an office at
9 Apex?

10 A We have an office -- her and Evelyn Tauk, T-A-U-K, I
11 believe. We have an HR office there. Sue is there sometimes,
12 Evelyn who also works at the recyclery is there as support
13 also.

14 Q Uh-huh. What -- as general manager, what responsibility
15 or authority do you have with respect to hiring employees?

16 A At my facility, I have the ultimate responsibility of
17 hiring through -- depends on the position. The
18 manager/supervisor would interview them first and then I would
19 ultimately, you know, get the, you know, the final say on a
20 candidate that they've brought to me.

21 Q Is this a manager or supervisor at Apex?

22 A Yes.

23 Q Okay. Somebody under your authority?

24 A That's correct.

25 Q Okay. Do you have any authority or responsibility for

1 hiring at Henderson or Cheyenne?

2 A Absolutely not.

3 Q Okay. And how about firing employees? What authority or
4 responsibility do you have?

5 A Ultimately if an employee is terminated at our facility, I
6 have the ultimate decision on that. And much like Jim
7 answered, I may consult with my colleagues or, you know, folks
8 in the area, but you know, ultimately I get the opportunity to
9 make that final decision.

10 Q Do you have the right to reject any advice that they may
11 give you?

12 A Yes.

13 Q Okay. And do you have any responsibility or authority for
14 terminating employees at Henderson or Cheyenne?

15 A Absolutely not.

16 Q Okay. And what authority or responsibility do you have
17 for disciplining employees at Apex?

18 A It's very similar to the process that Jim explained
19 earlier. It is exactly the same. Ultimately, when we get to
20 arbitration, you know, then the general manager it's his
21 responsibility to step in and usually the supervisor or manager
22 who is having, you know, is disciplining an employee goes
23 through the steps first.

24 Q Do you have any disciplinary responsibility or authority
25 with respect to Henderson or Cheyenne employees?

1 A Absolutely not.

2 Q Have you ever disciplined any Henderson or Cheyenne
3 employees?

4 A Absolutely not.

5 Q Okay. How about day to day supervision of the gate and
6 scale attendants? Who is their direct supervisor?

7 A Presently, Elaina Turner is one of my op supervisors and
8 her -- the scale employees are her responsibility.

9 Q Okay. To your knowledge, does she have any day to day
10 supervisory authority with respect to Henderson or Cheyenne
11 employees?

12 A Absolutely not.

13 HEARING OFFICER SMITH: You were asked as far as gate and
14 scale employees. Are -- at Apex, were they considered gate and
15 scale employees or I think you earlier you called them scale
16 attendants?

17 THE WITNESS: Yes, we call them -- they're scale
18 attendants, I'm sorry.

19 MR. DITELBERG: Okay.

20 HEARING OFFICER SMITH: Okay.

21 THE WITNESS: You know what I think we used the
22 terminology very loosely and we probably when I speak of scale
23 attendants or gate attendants or gate personnel, the shack --
24 we call it the shack sometimes, not normally, but it's my scale
25 attendants.

1 Q BY MR. DITELBERG: And who is the day to day supervisor of
2 the paper pickers?

3 A They're -- Paul Yelinek is my ops managers. He is also
4 their direct supervisor. Or if they're still there and Paul's
5 not there, it's handed off to the second shift supervisor who
6 is Gary Kinsey.

7 Q Okay. Do either Paul or Gary have any supervisory
8 authority with respect to Henderson or Cheyenne employees?

9 A No, they do not.

10 HEARING OFFICER SMITH: Can you spell Paul's last name
11 please?

12 THE WITNESS: Y-E-L-I-N-E-K.

13 HEARING OFFICER SMITH: Okay.

14 THE WITNESS: And Gary Kinsey, K-I-N-S-E-Y.

15 Q BY MR. DITELBERG: And how about day to day work
16 assignments with respect to the scale attendants? Who gives
17 the scale attendants their day to day work responsibilities?

18 A They're presently they're schedule is determined -- is
19 posted and changed according to vacation by Elaina Turner.

20 Q Okay. Are any Henderson or Cheyenne employs on that
21 schedule?

22 A Not at all.

23 Q Okay. And what responsibility, if any, do -- actually
24 before I ask that, how about with respect to the paper pickers.
25 And their day to day work assignments?

1 A Paul Yelinek takes care of their schedule and their day to
2 day responsibilities. And then should Paul get busy, any of my
3 op supervisors can direct them or help them if they need help.
4 But Paul is their main supervisor.

5 Q Okay. Are any Henderson or Cheyenne employs on that
6 schedule?

7 A No, not at all.

8 Q Okay. And what responsibility, if any, do you have for
9 determining wage increases for the scale attendants and paper
10 pickers at Apex?

11 A As we explained earlier, I have, you know, my budget that
12 I've developed and then I have a pool of increases that I can
13 designate differently amongst the employees according to their,
14 you know, performance and ultimately I -- you know, we try to
15 make it fair for everybody but, you know, we do like to reward
16 good behavior and so we try to find a way to make sure we're
17 rewarding our good employees.

18 Q Who is responsible for assessing the performance and
19 behavior of the Apex employees?

20 A Elaina Turner would give me some, you know,
21 recommendations on their performance. You know, I do review
22 their accuracy, you know, we track, you know, throughout the
23 whole year, you know, how many tickets that they had to void.
24 How many tickets were written wrong. We track the employees
25 and they're, you know, we like to coach them on doing things

1 right or why is it wrong and then, you know, we evaluate the
2 employees at the end of the year. And try to reward them
3 accordingly.

4 Q Do you have discretion to award individual merit increases
5 to Apex employees?

6 A Yes.

7 Q Do you have any authority or responsibility in deciding
8 upon wage increases for Cheyenne and Henderson employees?

9 A No, I do not.

10 MR. MYERS: Hearing Officer, could we take a two minute
11 recess off the record?

12 HEARING OFFICER SMITH: Let's go off the record.

13 (Off the record at 3:59 p.m.)

14 HEARING OFFICER SMITH: Okay. We're back on the record.

15 Q BY MR. DITELBERG: I want to show you --

16 A Something I've never seen before?

17 Q -- something you've never seen before, since yesterday.
18 Some documents that I'm marking for identification as Employer
19 12.

20 **(Employer Exhibit Number 12 Marked for Identification)**

21 THE WITNESS: Thank you.

22 MR. MYERS: Thank you.

23 Q BY MR. DITELBERG: I'd like you to take a look at these
24 documents and describe them if you can.

25 A These are -- these are some of the rules that are specific

1 to Apex facility that we've developed in order to have a quick
2 reference list for our scale attendants, you know, and tried to
3 be fairly clear on, you know, safety is very important for us.
4 We've -- and the reward for that is a very good safety program
5 results. And, you know, it's something we would hand to the,
6 you know, to the -- to our customers possibly. And then we
7 have a program that we actually, you know, we can communicate
8 on site to somebody speeding, we can catch them at the scale
9 house and just try to convince them to follow the rules on the
10 facility as, you know, it's something that we'd like all of our
11 customers -- if they're going to come back, it's good to get
12 them early and make sure that they're doing the proper things
13 at the facility. And so, it's something that the scale
14 attendants help promote.

15 Q Okay. So the scale attendants are subject to these rules?

16 A Yes.

17 Q How about the paper pickers, are they subject to them?

18 A They're subject to -- they have their own training, but
19 it's not this -- this -- these -- they have -- yeah.

20 Q Okay. Having heard the testimony with respect to
21 Cheyenne, are you aware of any difference in the rules or
22 protocols that are represented in this document from what was
23 described with respect to Cheyenne and their outside personnel?

24 A I believe these are more -- this is where you get into the
25 site specific things, and I think their procedures are geared

1 towards, you know, what the shack employees are required to do,
2 so.

3 Q Okay. And if you know, how was this document created, or
4 this group of documents created?

5 A You know, this is -- I think this is basically some of our
6 corporate material geared towards -- and then we, you know, we
7 make it our local -- our local -- we localize it by inserting
8 traffic signs. Those are site specific. Unloading safe
9 practices, those are site specific. You know, whose
10 responsibility is, I think across the country, general
11 managers, designee has these responsibilities to make sure our
12 customers are taken care of, that the customers will wear
13 safety equipment. You know, we have some flexibility with this
14 and tailor it towards our own needs.

15 Q And when you say corporate, are you referring to Republic
16 Services?

17 A Republic Services, yes.

18 Q And with respect to these protocols, are they landfill
19 specific to your knowledge?

20 A These are specific to my land -- I've tailored to be
21 specific to my landfill.

22 Q To your particular landfill.

23 A Yes.

24 Q Okay.

25 A And, you know, I don't know that everybody else does the

1 same thing. If you know, actually, I don't -- probably don't
2 see theirs, you know, their paperwork. This is the best
3 practice somewhere and we shared it, but not around the
4 company.

5 Q Okay.

6 MR. DITELBERG: I move admission of Employer 12.

7 HEARING OFFICER SMITH: Any objection?

8 MR. MYERS: May I just voir dire a couple of questions?

9 HEARING OFFICER SMITH: Yes.

10 **VOIR DIRE EXAMINATION**

11 Q BY MR. MYERS: The Apex landfill, the safety manual, which
12 is the first --

13 MR. MYERS: I'm sorry, all three documents are Employer
14 12, correct, counsel?

15 MR. DITELBERG: Yes.

16 Q BY MR. MYERS: So the first two pages called safety
17 manual, is this is document that's actually given to the
18 employees, or is this in a safety manual back at --

19 A This would be something -- this would be something we
20 would go over with the employee as a tailgate, and then as a
21 reference document for the employees at the scale house.

22 Q Okay. And the second document -- and I'm sorry, the first
23 document called Apex Landfill. Does that apply specifically to
24 your gatehouse scale operators, or is this to drivers and other
25 classifications of employees?

1 A This applies to our employees, but it also is our
2 direction for the employees to help them manage our customers.
3 So it -- there's a customer aspect to this.

4 Q I see. Okay.

5 A If -- this is more of a customer -- this is a part of -- I
6 think where we differ a little bit is, since we're taking on
7 the responsibility of you entering my facility and having
8 2200 acres, we try to make sure that they follow the signs,
9 follow the rules. There's a lot more opportunity for upset, so
10 I have a lot more responsibility to those customers to try to
11 get them to their -- the working face safely, make sure they
12 abide by the rules. So this is actually, you know, this is our
13 step to make sure that we're doing good customer service and
14 being safe.

15 Q Okay. Thanks. And then the second one called, "Safety,
16 Make the Right Choice," this actually says we request that all
17 drivers and helpers review the specific safety information. Is
18 this directed towards drivers and helpers specifically?

19 A This would be any driver that comes on the facility, third
20 party, or internal. So if there's a driver or there happens to
21 be a helper on the truck. You know, we have pickup trucks that
22 come in, we could hand this to them, and just make sure that
23 they -- but for our -- internally, yes, for our drivers.

24 Q I see. So I see now, because the first line, we
25 appreciate the opportunity to work with companies. So if

1 somebody comes in from a third-party hauler, you say welcome to
2 the landfill, and here, take this kind of thing?

3 A Yes.

4 Q This being the Safety, Make the Right Choice, document?

5 A Yes, sir. And it's really a customer -- now, we can't --
6 it's hard to enforce some of this, but, you know, we'd like
7 them to -- I can't make sure that everybody has steel-toed
8 boots on, but what I can do is, we would prefer if you had
9 safety shoes on. If you want to go out there in tennis shoes,
10 I'm not going to provide them with those. We do provide them
11 with equipment that's -- if they don't have a safety vest or a
12 hard hat, we do provide them with those.

13 Q Okay. All right. And then the last one is the safety
14 violation program. Again, if you -- this is for customers --
15 well, certainly for customers. If a customer's seen speeding,
16 you're going to give them this, and I guess ultimately, if
17 there's too many violations, they could be suspended; is that
18 right?

19 A Yes, sir.

20 Q And that's for customers, or is it also for --

21 A It could be internal. It's for any -- I look at everybody
22 that comes in the gate in a truck as one of our customers,
23 so --

24 Q Although I suppose -- and I'm not going to get into this,
25 but if you see somebody coming in -- well, I guess you don't --

1 do you have trucks come in to dump that are Republic Services
2 trucks or --

3 A Yes, we do.

4 Q You do, okay.

5 A We do have Republic Services trucks, we have our own
6 trucks, we have third-party customers, we --

7 Q I guess you have these contracted trucks, is that -- do
8 you consider those Republic, the transfer trucks?

9 A No. No, that's -- those are third-party trucks.

10 Q Third party?

11 A Yes.

12 Q And if you see a Republic driver speeding, are you going
13 to give him one of these or are you going to discipline him?

14 A We would -- we would probably -- well, if somebody calls
15 on the radio, they it call it on the truck number. We would
16 probably -- we would discipline them differently -- we would
17 handle that differently than we would handle an external
18 customer, or, you know, the gravel trains that are going on the
19 gate, we sometimes have to catch up with them. We ask, you
20 know, who's responsible for those trucks to, you know,
21 discipline their drivers, if they would, you know --

22 Q Fair enough. I'll save the others for cross. I just
23 wanted to make sure I understood the documents.

24 MR. MYERS: No objection. Thank you.

25 THE WITNESS: Yes, sir.

1 MR. DITELBERG: Okay.

2 HEARING OFFICER SMITH: Employer's 12 is received.

3 **(Employer Exhibit Number 12 Received into Evidence)**

4 **DIRECT EXAMINATION (CONTINUED)**

5 Q BY MR. DITELBERG: And just to follow up on that point,
6 you know, were you saying if you had any potential disciplinary
7 situation, that you would call that driver's GM and advise them
8 of the situation?

9 A Yes.

10 Q Okay. And who would make the decision whether to
11 discipline them or not?

12 A That would be the driver's GM.

13 Q Okay.

14 HEARING OFFICER SMITH: The who?

15 THE WITNESS: The -- if it happened to be -- we very
16 rarely get a Henderson truck that comes in, but if a Cheyenne
17 driver that comes to the facility was speeding or -- I wouldn't
18 discipline him, I would make sure that I got -- my folks got in
19 contact with Cheyenne or Henderson if that was the case, and
20 let them know that, you know, what the incident was and let
21 them take care of that.

22 Q BY MR. DITELBERG: Now, with respect to training of the
23 Apex gate and scale attendants. Do Henderson or Cheyenne
24 personnel get trained alongside those employees?

25 A No, they do not.

1 Q Okay. And how about with respect to the paper pickers,
2 are Henderson or Cheyenne employees trained alongside them?

3 A No, they are not.

4 Q Okay. With respect to the gate and scale attendants, do
5 you have any kind of tailgate meetings or daily meetings or
6 weekly meetings?

7 A Yes, we do.

8 Q Okay. And what is addressed in those meetings?

9 A They're safety -- the safety items, safety training; you
10 know, where they would -- what the responsibilities for the day
11 was, what the expectation was, where their work area is. You
12 know, basically just general information.

13 Q Okay. Do any Henderson or Cheyenne employees attend those
14 meetings?

15 A No, they don't.

16 Q Okay. And having heard the testimony with respect to
17 Cheyenne, are you aware of any differences in the content of
18 those meetings?

19 A I -- I think --

20 Q If you are. Maybe not.

21 HEARING OFFICER SMITH: Maybe it would just be easier to
22 ask what the content of the meetings normally is for Apex.

23 MR. DITELBERG: Sure. Why don't you answer the Hearing
24 Officer's question in terms of the content of the training
25 meetings.

1 THE WITNESS: The content of the meetings, in the morning
2 when they come in, we want our supervisors to check to make
3 sure that they are fit, ready to go to work. They would have
4 their assignment for the day, what area they'd be working in.
5 And then if there was a tailgate subject for safety or a
6 tailgate subject to alert them to something, we would have that
7 conversation and we'd make sure that got out on the facility
8 and got to work.

9 We do have regular scheduled training with focus --
10 focusing on safety items for the scale attendants, and also
11 specialty items or concerns or, you know, issues. You know,
12 handing off shift to shift, they generally talk about, you
13 know, if there still happens to be a driver, you know, up on
14 the facility when somebody changes shift, they have to know --
15 they have to check that driver out, finish checking him out.
16 Or if there's some residual paperwork, you know, something kind
17 of hand off from the one shift to the next. Does that answer
18 your question?

19 HEARING OFFICER SMITH: Okay.

20 THE WITNESS: Thank you.

21 Q BY MR. DITELBERG: I'd like to show you a group of
22 documents that's been marked collectively as Employer 13, ask
23 if you can identify those.

24 A This is our individualized scheduled training for -- on a
25 monthly basis what we do with the scale at some places. This

1 happens to be January through December of 2016. So, you know,
2 we organize this. I have a schedule for January through
3 December of 2017. And then we have the ability to add, you
4 know, most of the time, we can add extra training to this if we
5 need to or something else comes up.

6 The employee is given the instruction or has a discussion,
7 and then given the training, and then actually signs off. The
8 training, who -- EL is Elaina Turner who is mostly the person
9 that schedules -- does this training and schedules this
10 training.

11 I think -- and then just pointed out a few items that --
12 so this might be very similar to what you would see across the
13 country at scale houses or here locally. And then what I think
14 is different due to some specifics at the Apex landfill would
15 be, you know, paint filter training. They have to do paint
16 filter tests on some loads because we take the liquid loads,
17 and we have to --

18 Q Yeah. Let me just ask you this. I mean, I know that
19 there are some arrows pointed to paint filter training, waste
20 screening, and radiation monitoring. And --

21 A Yes.

22 Q -- just to be clear, those are not in the original
23 document, correct?

24 A Those are specific -- those are site-specific training
25 that every site doesn't do. I don't think we do that in the

1 Valley here at any of the other facilities.

2 Q But as far as you know, those arrows are just to sort of
3 point it out for purposes of this hearing?

4 A Oh, absolutely. I just put the arrows, if just for
5 purposes of this hearing --

6 Q You did, okay.

7 A -- hearing, yes.

8 Q Okay. And can you describe that specific training to the
9 extent you haven't already?

10 A The paint filter, there's a, you know, we train them to --
11 we can't take liquids at the landfill, or if we do then we have
12 to solidify them. So they're trained to do is paint filter
13 test. If it passes then it can go to the working phase; if it
14 doesn't pass, then we have to solidify it.

15 The waste screening training involves the special wastes
16 when it has a manifest. You know, we do manage as they remove
17 asbestos from older buildings, that has to be packaged
18 properly. They would check that in properly. That waste
19 screening is kind of the training that goes along with that.

20 And then, you know, to screen the radiation that -- at the
21 facility, they have specialized training for that to operate
22 those machines or to monitor those machines and document, you
23 know, any occurrences.

24 Q Are these training documents just for the gate and scale
25 attendants or also for the paper pickers?

1 A No. Just for gate and scale attendants.

2 Q Okay. Did any Henderson or Cheyenne employees participate
3 in that training?

4 A No, they did not.

5 HEARING OFFICER SMITH: And if I remember correctly, you
6 said that the Apex does not take radioactive waste; is that
7 correct?

8 THE WITNESS: We do not --

9 HEARING OFFICER SMITH: You actually monitor for it to
10 stop it from coming out?

11 THE WITNESS: We monitor for it, and the facility --
12 there's natural radiation in the background here everywhere.
13 So what we are allowed to take is to a certain level, and
14 medical radiation, which there's rules for that.

15 Sometimes if, you know, I actually had -- I actually had
16 treatment last year, and I set the signal off when I came
17 through. We -- so I know it works. And it's -- it actually
18 has a very short health -- half-life.

19 So -- but if it does set up -- does come in over a certain
20 level, you can wait an hour or 2 or 6 hours, and it will
21 reduce -- and we have a machine that tells us that it is
22 exactly medical, chemo, or something by screening -- by
23 scanning it. So the employees have to do a fairly good job of
24 monitoring that.

25 MR. DITELBERG: I move admission of Employer 13.

1 HEARING OFFICER SMITH: Any objection?

2 MR. MYERS: No.

3 HEARING OFFICER SMITH: Employer 13's received.

4 **(Employer Exhibit Number 13 Received into Evidence)**

5 Q BY MR. DITELBERG: I'm showing you a document that I've
6 marked for identification as Employer 14.

7 MR. MYERS: Thank you.

8 Q BY MR. DITELBERG: Could you describe this document?

9 A Yes. This is our special waste management plan, which is
10 a part of our operating permit that's issued by Southern Nevada
11 Health District and the State. This actually sets the
12 guidelines for how we'll manage special waste. And then for --
13 what I'll do as a manager, what the sales person will do, what
14 the scale attendants will do. And so this is part of what's
15 been submitted and approved. And, you know, and then, you
16 know, on -- there's specifics in here that we train our scale
17 house employees on throughout the guidance document, so.

18 Q Okay. To your knowledge, is this special waste management
19 plan applicable to Henderson or Cheyenne?

20 A No, it's not.

21 Q Okay. And if you know, who was responsible for creating
22 this plan?

23 A My -- we are -- we, as in Apex landfill. So there would
24 be a group of folks, my departmental managers, consultants, and
25 myself would, with some guidance documents from the

1 corporation, would develop this plan, submit it for approval in
2 our permit.

3 Q Okay. So this is a landfill-specific plan?

4 A That's correct.

5 Q Okay.

6 MR. DITELBERG: I move admission of Employer 14.

7 HEARING OFFICER SMITH: Any objection?

8 MR. MYERS: If I may voir dire just a minute.

9 HEARING OFFICER SMITH: Go ahead.

10 **VOIR DIRE EXAMINATION**

11 Q BY MR. MYERS: Is this document provided to the gate scale
12 attendants?

13 A We train them -- this is available, and we train them on
14 their specific responsibilities in the plant.

15 Q So it's available, what does that mean it's available?

16 A I think --

17 Q I mean, do they have to know about it and think to ask for
18 it at some office, or is it there sitting on the --

19 A There is a copy of this in a binder at the scale house,
20 and then when we do our specific training on this, we go
21 through -- we go through this document.

22 HEARING OFFICER SMITH: The original question, though,
23 was, is this actually provided to the scale attendants?

24 THE WITNESS: Yes.

25 HEARING OFFICER SMITH: So it's -- a copy is given to them

1 for each of them to keep?

2 THE WITNESS: Oh, not individual. We use this to do the
3 training. I don't know that we -- I wouldn't -- I wouldn't ask
4 them to be responsible for everything in this, but the items
5 that specifically apply to them.

6 Q BY MR. MYERS: Well, are there items that apply to any of
7 the other, say other classifications of employees that work at
8 the landfill, like the heavy equipment operators or anybody
9 else that you have out there?

10 A Yes, there is.

11 Q Fine.

12 MR. MYERS: With that further foundation, I don't have any
13 objection.

14 HEARING OFFICER SMITH: Okay. Employer's 14 is received.

15 **(Employer Exhibit Number 14 Received into Evidence)**

16 MR. DITELBERG: Okay.

17 **DIRECT EXAMINATION (CONTINUED)**

18 Q BY MR. DITELBERG: With respect to the Apex gate and scale
19 attendants and paper pickers, do they split their work days
20 between your facility and Henderson and Cheyenne?

21 A Absolutely not.

22 Q Do they split their work weeks between your facility and
23 Henderson and Cheyenne?

24 A They do not.

25 Q Okay. Are you aware of any transfers or, you know,

1 relocations, voluntary or involuntary, between, you know, your
2 gate attendants and paper pickers and any of the other
3 locations?

4 A To do scale -- to do scale attendant work?

5 Q I guess what I'm -- you know, what I'm saying is, you
6 know, to your knowledge has anybody who, you know, has either
7 been an Apex gate and scale attendant or paper picker
8 transferred in some form to either Henderson or Cheyenne?

9 A The litter crew have not --

10 Q That's the paper pickers?

11 A Paper pickers, yes.

12 Q Okay.

13 A I think we had a -- we had an employee, I can't think of
14 her name. This was -- we had an employee transfer to Henderson
15 to be a dispatcher from the scale house at Apex in the last
16 year.

17 Q Okay. And how did that transfer come about? Was that
18 through the national posting system that was testified to?

19 A Was posted nationally, and the employee was closer to her
20 home, and it was a job that she was interested in. So she
21 applied for the job and was successful at getting it.

22 Q Okay. You sort of answered that question. Was it
23 voluntary as opposed to involuntary?

24 A It was very voluntary, yes.

25 Q Okay. And was it permanent or indefinite as opposed to

1 just a temporary transfer --

2 A No. It was a permanent transfer.

3 Q Okay. And if you know, who made the decision to accept
4 that employee at Henderson?

5 A Calvin Francis made the decision to accept the employee.

6 Q And who's Calvin Francis?

7 A He's the general manager at Henderson.

8 Q Okay. Do -- when you're missing a scale attendant or a
9 paper picker because of an absence or a vacation, do you ever
10 get relief from Henderson or Cheyenne?

11 A No, I do not.

12 Q Okay. Now, are Henderson or Cheyenne employees on your
13 work schedules at Apex?

14 A No.

15 Q Okay. Now, with respect to -- do you have any authority,
16 either you or any supervisors under you, have the authority to
17 assign or decide whether overtime is necessary with respect to
18 Henderson or Cheyenne employees?

19 A No, we do not.

20 Q Okay. Are Henderson or Cheyenne employees given
21 consideration with respect to overtime at Apex?

22 A No, they are not.

23 Q How about with respect to vacation, are Cheyenne or
24 Henderson employees on Apex vacation schedules?

25 A No, they're not.

1 Q Do you have any involvement or authority in the scheduling
2 vacation for Henderson or Cheyenne employees?

3 A I do not.

4 Q Who determines the lunch time and break time for the
5 non-union employees at Apex?

6 A It's determined by a -- by their supervisor or manager
7 according to their work schedule.

8 Q Okay. Do those supervisors and managers have any
9 authority to determine lunch or break times at Henderson or
10 Cheyenne?

11 A No, they do not.

12 Q Okay. And what kind of break or lunch facilities do you
13 have at Apex?

14 A We -- we have a lunch room where all the employees gather.
15 It's actually in the main office where my offices are.

16 Q Okay. And, you know, with respect to the skill sets that
17 your gate and scale attendants possess, you know, versus what
18 you've heard with respect to the outside shed employees at
19 Cheyenne, could the -- are the Cheyenne employees, you know,
20 potentially interchangeable with your employees?

21 A That's a -- without knowing the employees, their
22 background, their skill set, I really would have a hard time --
23 I'm not even familiar with those employees. I'd have a hard
24 time answering that.

25 Q Okay.

1 A I guess I'm an optimistic person. I like to think people
2 can be trained to do, you know, with enough time. But I think
3 you have to have a certain amount of -- we look for a certain
4 type of individual to work at the scale house at Apex because
5 it has some, you know, specific responsibilities that are very
6 important to us.

7 HEARING OFFICER SMITH: Well, correct me if I'm wrong, but
8 I think your question was without providing additional
9 training.

10 MR. DITELBERG: Yes.

11 HEARING OFFICER SMITH: Would they be --

12 MR. DITELBERG: Yes.

13 Q BY MR. DITELBERG: Without additional training, is there a
14 difference in skill set?

15 A No, I don't think -- yes, there is. I absolutely -- yes.

16 Q Okay. And could you describe it?

17 A I think that their attention to -- their attention to the
18 special waste, the customer -- the third-party customer service
19 aspect of it is very important to us. I think the special
20 waste, the monitoring, the bioprint computers, which, on the
21 facility, would take some training, the whole special waste
22 program would have to be something that, you know, that --
23 they'd have to be educated on.

24 Q Okay. Do you have a seniority roster or rosters at Apex?

25 A For -- for the --

1 Q You know, for the non-union employees?

2 A For the non-union employees at the scale house, yes.

3 Q Okay. Are any Henderson or Cheyenne employees on that
4 list?

5 A No, they're not.

6 Q Do Apex non-union employees have any right to bump to
7 other facilities?

8 A No, they do not.

9 Q Okay. Are Apex scale attendants or paper pickers
10 cross-trained on any jobs at Henderson or Cheyenne?

11 A No, they are not.

12 Q Do the Apex scale attendants or paper pickers have any
13 transfer rights to Henderson or Cheyenne?

14 A No, they do not.

15 Q Okay. And what are your hours of operation at the
16 landfill?

17 A We're -- we're open 24 hours a day, seven days a week.

18 Q Okay. And with respect to the paper pickers, when are
19 they scheduled within that 24/7 operation?

20 A Generally, the paper pickers work 6:30 a.m. to, you know,
21 2:30 p.m., and then depending on the amount of wind and the
22 amount of litter, they might work extra. But, you know, their
23 scheduled time is, you know, five days a week, you know, eight
24 hours a day.

25 Q Okay.

1 MR. DITELBERG: And before we go any further, I'll show
2 you an exhibit.

3 Q BY MR. DITELBERG: Let me show you an exhibit that I've
4 marked for identification as Employer 15. Could you identify
5 the information on this chart?

6 A Yes. This is a listing of the gate attendants and paper
7 pickers at Apex landfill.

8 Q Okay. And to your knowledge, does this reflect their
9 usual hours of work and days of work?

10 A This is -- this is their current schedule that's posted
11 that they -- that they work from, yes.

12 Q Okay. And how about their current rate of pay? Does it
13 reflect that to your knowledge?

14 A Yes. We -- we range for the litter -- the paper pickers,
15 we range from \$12 to 14 and a quarter, and for the scale house
16 we range from 14.50 to almost \$22.

17 Q Okay. And what are those ranges based on?

18 A Those ranges are based on longevity, seniority, time with
19 the facility. So generally if you find an employee at the
20 lower band they've just started with the company. And there's,
21 you know, over the eight years that I've been there, I have
22 some employees who -- you know, I have -- had the opportunity
23 because they performed very well, to, you know, you know,
24 address, you know, you know, small increases, you know, in
25 rewarding them for good performance.

1 Q Okay. So part of the wage determination is based on a
2 merit increase?

3 A Yes, that's correct.

4 Q And who has the authority to make that merit
5 determination?

6 A I have the authority to make that determination.

7 Q Okay.

8 MR. DITELBERG: I move admission of Employer 15.

9 MR. MYERS: No objection.

10 HEARING OFFICER SMITH: Do I understand it right, then,
11 from the scale operators, they can vary whether the -- I know
12 you said that the paper pickers work five days, eight hours.
13 The scale operators, they work four days, 10 hours or
14 five days, eight hours?

15 THE WITNESS: We have a varying schedule with the scale
16 operators. Generally, to accommodate, you know, the work
17 hours, also, you know, shift change and that, we offer -- we're
18 a little bit flexible. We can offer a four-day week to cover.
19 And you'll find that maybe -- a four-day week, you might have
20 to work the weekends, so we try to work with them to, you know,
21 keep morale up anyway.

22 HEARING OFFICER SMITH: So they work either four days or
23 five days a week?

24 THE WITNESS: Yes, sir.

25 Q BY MR. DITELBERG: And I'm just glancing at this, and

1 maybe I'm wrong, but are the gate attendant and scale operators
2 scheduled on a 24/7 basis? You know, that is to say that
3 you'll always have one at the facility at all times?

4 A The scale house is 24/7, yes.

5 Q Okay.

6 A The litter crew --

7 Q Is not --

8 A Did you ask me --

9 Q No, I'm just asking about the scale folks.

10 A Okay. I'm sorry.

11 Q Yeah. They are scheduled so that there's 24/7 coverage?

12 A Yes.

13 Q Okay. But that not the case with respect to the paper
14 pickers.

15 A That's correct.

16 Q Okay.

17 HEARING OFFICER SMITH: And it looks like it's either 8-
18 or 10-hour days.

19 THE WITNESS: Yes.

20 HEARING OFFICER SMITH: And Employer 15's admitted.

21 **(Employer Exhibit Number 15 Received into Evidence)**

22 MR. DITELBERG: Can we go off the record for a moment?

23 HEARING OFFICER SMITH: Yes.

24 (Off the record at 4:41 p.m.)

25 HEARING OFFICER SMITH: Whenever you're ready.

1 Q BY MR. DITELBERG: I'd like to show you a document that
2 I've marked for identification as Employer 16. And could you
3 identify this document?

4 A Yes. This is -- this is the org chart that -- business
5 unit 446 that I'm responsible for at the Apex landfill.

6 Q Okay. And maybe we'll start with the gate and scale
7 attendants. Does this chart depict their immediate supervisor?

8 A That's correct, it does.

9 Q And who's that?

10 A Elaina Turner.

11 Q Okay. And I think you've already discussed her.

12 A Yes.

13 Q And how about the paper pickers' immediate supervisor?

14 A Their immediate supervisor is the ops manager, who's
15 there's at the same time that they show up. Should Paul be off
16 or should they work later, then they would be handed off to one
17 of the other supervisors. So they, you know, they generally --
18 but Paul is their primary supervisor.

19 Q Okay. And I gather from this chart that Paul is also
20 Elaina's immediate supervisor?

21 A That's correct.

22 Q Okay. And can you describe just briefly, generally, the
23 other positions that are depicted on this chart?

24 A Yes. Jesse Rodriguez is the maintenance manager. He has
25 11 employees that work for him. One is the dossier clerk, who

1 is non -- non-bargaining unit employee; nine mechanics, three
2 are truck mechanic and six are heavy equipment mechanic; and a
3 utility --

4 Q Yeah. In fact, actually, you know, if I can interrupt,
5 if --

6 A You want to go into that detail?

7 Q Well, because I note that there are certain non-supervisor
8 or non-management employees who are not depicted on this chart.
9 And since we've had discussions about, you know, kind of the
10 overall scope of the facility, maybe to the extent that, you
11 know, there are folks that are not on this chart, you can in
12 effect kind of tell us where they fit and whether they are
13 union or non-union --

14 A Okay.

15 Q -- supervisor or non-supervisor.

16 A Ross Grover is an environmental manager, he does not have
17 any direct reports. Carrie MacDougall is also an environmental
18 manager. Benny Canto is a hauling supervisor, he has 19
19 bargaining unit drivers that work for him.

20 HEARING OFFICER SMITH: Let me get caught up to you there.

21 THE WITNESS: Oh, okay.

22 HEARING OFFICER SMITH: You said Benny Canto has 19?

23 THE WITNESS: Yes.

24 HEARING OFFICER SMITH: Nineteen drivers?

25 THE WITNESS: Yes, sir. I'm sorry, do you want me to go

1 back and get -- did you get Jesse Rodriguez?

2 HEARING OFFICER SMITH: What I got for Jesse Rodriguez is
3 that he had 11 employees; a dossier clerk, nine mechanics, and
4 I didn't catch where the 11th one was.

5 THE WITNESS: And he has a utility 2 that works for him.

6 HEARING OFFICER SMITH: Is that employee represented by
7 the Union?

8 THE WITNESS: Yes, sir.

9 HEARING OFFICER SMITH: Thank you.

10 THE WITNESS: Okay. Tori Loll is the operations
11 supervisor at Laughlin landfill.

12 Q BY MR. DITELBERG: Any employees under Tori?

13 A Yes.

14 Q Okay.

15 A She has -- she has two heavy equipment operators, and
16 mechanic, and a utility 2.

17 Q Are those union-represented positions?

18 A Yes. Those are union positions. And then she also has a
19 part-time scale attendant who spends -- the facility does ten
20 trucks a day, so she spends, you know, ten percent of her time
21 checking in trucks, and the rest of it being -- doing
22 administrative functions at the facility.

23 HEARING OFFICER SMITH: Each of the 19 drivers you
24 mentioned that work for Benny Canto, they're represented by the
25 Union?

1 THE WITNESS: Yes, they are, sir. 15 are sludge drivers
2 in the contract, and four are residential drivers.

3 MR. MYERS: I'm sorry, I don't mean to butt into your
4 examination, but I couldn't hear or didn't hear. How many --
5 what percent of time is this part-time scale attendant doing
6 what?

7 THE WITNESS: The part-time scale attendant, Crystal
8 Martinez at Laughlin landfill, spends ten percent of her time
9 checking in trucks, running the scale. The rest of her time
10 she spends doing other paperwork functions at the facility,
11 safety documentation, dossier, stuff like that.

12 Paul Yelinek is the ops manager. He has obviously John
13 and Gary, Elaina underneath him. He has 23 heavy equipment
14 operators that are represented by the Union, he has the five
15 paper pickers, and then we have the seven scale attendants who
16 are -- who are non-bargaining unit employees.

17 MR. MYERS: Again, I'm sorry to jump in, but if I can ask
18 while we're on there, is -- are these 23 heavy equipment
19 operators under one of the named supervisors on the left-hand
20 column or are they just under Paul directly?

21 THE WITNESS: I have -- actually, Paul is responsible for
22 the day shift, so I have 12 -- 12 of the operators are his
23 direct responsibility. Gary has seven, and Gary seven and he
24 has ten. So he has swing and graveyard employees.

25 And then there is -- I only -- I have -- I have one -- I'm

1 sorry. Going back to Jesse Rodriguez in the shop, did I
2 mention Oscar Vasques as the dossier clerk? And he's not --

3 HEARING OFFICER SMITH: You mentioned there was a dossier
4 clerk.

5 THE WITNESS: Oh, okay.

6 HEARING OFFICER SMITH: You didn't name him. You said his
7 name was Jesse --

8 THE WITNESS: Oscar Vasques. V-A-S-Q-U-E-S.

9 HEARING OFFICER SMITH: Okay.

10 THE WITNESS: And then I have Maria, who's my controller.
11 And then we have one other person that works in the office that
12 does purchasing. She's an area employee, she's on -- and she
13 just focuses on purchasing. She's non-bargaining unit
14 employee. Her name is Reynett E-S-P-I-N-D-A. So I have a
15 total of 56 Union employees at the facility, and 28 non-union
16 positions, including management, to support. Of that 28, 13 of
17 them are -- 12 of them are paper pickers and gate attendants.

18 MR. DITELBERG: And I'm sorry, did I move admission of
19 Employer's 16? I can't recall.

20 HEARING OFFICER SMITH: You did not.

21 MR. DITELBERG: Okay. I so move.

22 MR. MYERS: No objection.

23 HEARING OFFICER SMITH: Employer 16 is received.

24 **(Employer Exhibit Number 16 Received into Evidence)**

25 MR. DITELBERG: Okay. As far as I'm concerned, I'm ready

1 to pass the witness to either Union counsel or the Hearing
2 Officer or whatever your pleasure is.

3 HEARING OFFICER SMITH: Well, we're at that point of the
4 day where we need to get out of here before security. So why
5 don't we adjourn for the evening, and you can consider whether
6 or not you have any questions over the evening. I'll give you
7 that opportunity, and we'll resume at 9:00 a.m. tomorrow.

8 MR. MYERS: May I just be a loose cannon with one more
9 thing that I got confused about his testimony, if I may? Oscar
10 Vasques is the dossier clerk. Is he under Paul Yelinek, or is
11 he --

12 THE WITNESS: No. He's under Jesse Rodriguez.

13 MR. MYERS: He's the one who goes back to Jesse.

14 THE WITNESS: Yes.

15 MR. MYERS: Okay. Thank you.

16 THE WITNESS: Sorry. And I backed up, and I remembered
17 his name, so.

18 MR. MYERS: Absolutely. Perfect, thank you.

19 HEARING OFFICER SMITH: Okay. Is there anything further?

20 MR. MYERS: No, thanks.

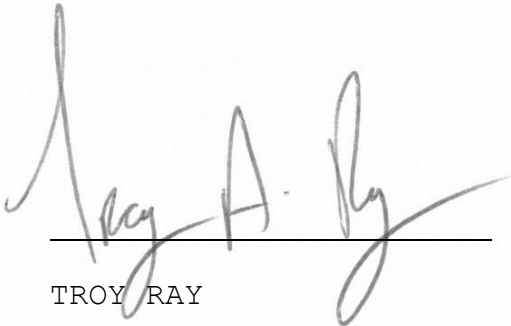
21 HEARING OFFICER SMITH: We'll go off the record until
22 9:00.

23 **(Whereupon, the hearing in the above-entitled matter was**
24 **recessed at 4:53 p.m. until Thursday, February 23, 2017 at 9:00**
25 **a.m.)**

C E R T I F I C A T I O N

1
2 This is to certify that the attached proceedings before the
3 National Labor Relations Board (NLRB), Region 28, Case Number
4 28-RC-192859, Republic Services and International Brotherhood
5 of Teamsters, Chauffeurs, Warehouseman, Local 631 at the
6 National Labor Relations Board, Region 28, 300 Las Vegas
7 Boulevard South, Suite 2-901, Las Vegas, Nevada 89101, on
8 Wednesday, February 22, 2017, 10:09 a.m. was held according to
9 the record, and that this is the original, complete, and true
10 and accurate transcript that has been compared to the reporting
11 or recording, accomplished at the hearing, that the exhibit
12 files have been checked for completeness and no exhibits
13 received in evidence or in the rejected exhibit files are
14 missing.

15
16
17
18
19
20
21
22
23
24
25



TROY RAY

Official Reporter

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 28

In the Matter of:

Republic Silver State Disposal Case No. 28-RC-192859
Services, Inc., a Nevada
Corporation, dba Republic
Services of Southern Nevada and
Republic Dumpco, Inc., aka
Dumpco, a Nevada Corporation,

Employer,

and

International Brotherhood of
Teamsters, Chauffeurs,
Warehousemen, Local 631,

Petitioner.

Place: Las Vegas, Nevada

Dates: February 23, 2017

Pages: 420 through 666

Volume: 4

OFFICIAL REPORTERS

AVTranz

E-Reporting and E-Transcription
7227 North 16th Street, Suite 207
Phoenix, AZ 85020
(602) 263-0885

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

In the Matter of:

REPUBLIC SILVER STATE DISPOSAL
SERVICES, INC., A NEVADA
CORPORATION, DBA REPUBLIC
SERVICES OF SOUTHERN NEVADA AND
REPUBLIC DUMPCO, INC., AKA
DUMPCO, A NEVADA CORPORATION,

Employer,

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, LOCAL 631,

Petitioner.

Case No. 28-RC-192859

The above-entitled matter came on for hearing, pursuant to notice, before **LARRY A. "TONY" SMITH**, Hearing Officer, at the National Labor Relations Board, Region 28, 300 Las Vegas Boulevard South, Suite 2-901, Las Vegas, Nevada 89101, on **Thursday, February 23, 2017, 10:07 a.m.**

1 A P P E A R A N C E S

2 **On behalf of the Employer:**

3 **JOSHUA L. DITELBERG, ESQ.**
4 SEYFARTH SHAW
5 131 South Dearborn Street, Suite 2400
6 Chicago, Illinois 60603-5577
7 Tel. 312.460.5000

8 **KAITLYN WHITESIDE, ESQ.**
9 SEYFARTH SHAW
10 105 Peachtree Street N.E., Suite 2500
11 Atlanta, Georgia 30309-3958
12 Tel. 404.885.1500

13 **On behalf of the Petitioner:**

14 **ERIC B. MYERS, ESQ.**
15 MCCracken, Stemerman & Holsberry, LLP
16 595 Market Street, Suite 800
17 San Francisco, California 94105
18 Tel. 415.597.7200

19

20

21

22

23

24

25

26

27

28

29

30

31

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VOIR DIRE</u>
Martin Clinker	436	445			
Calvin Francis	501	524/549	573	574	549
James Carl Rankin	578	590			
Randy Botzet	601	605			
Sue Hunsberger	607	628			

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

E X H I B I T S

EXHIBIT

IDENTIFIED

IN EVIDENCE

Employer:

E-17

433

433

E-18

514

517

E-19

517

524

Petitioner:

P-4

600

605

P-5

615

621

P-6

622

624

P-7

622

624

P-8

625

627

P-9

624

625

P-10

624

625

P R O C E E D I N G S

1
2 HEARING OFFICER SMITH: We're back on the record. Off the
3 record, there was some discussion about motions to amend the
4 petition. It's my understanding that the Petitioner would like
5 to move to amend the description of the unit involved?

6 MR. MYERS: That's correct. We will -- would like to
7 describe as the employees to be included in the unit the
8 classification of gate attendant/scale operator, as well as the
9 classification of paper pickers to be included in the unit.

10 HEARING OFFICER SMITH: So if I understand it right, then
11 the included portion of the description of the unit will now be
12 all full-time and regular part-time gate attendants/scale
13 operators and paper pickers employed by the Employer at its 315
14 West Cheyenne Avenue, North Las Vegas, Nevada; 560 Cape Horn
15 Drive, Henderson, Nevada; and 13350 North Highway 93, Las
16 Vegas, Nevada, facilities; is that right?

17 MR. MYERS: That's right.

18 HEARING OFFICER SMITH: Any opposition to the motion to
19 amend that portion of the description of the unit?

20 MR. DITELBERG: We don't oppose the motion to amend.
21 However, it's without prejudice to your arguments regarding
22 unit-appropriateness.

23 HEARING OFFICER SMITH: Understood. So the motion to
24 amend is granted.

25 I also understand that that -- you wish to move to amend

1 the excluded portion of the description of the unit.

2 MR. MYERS: Yes. I may also say, if the -- we've
3 identified three different locations because we understand that
4 those are the only locations that employ these classifications
5 of employers -- of employees. But were the Hearing Officer to
6 determine that there's a -- one or the other such employees
7 employed at Laughlin for example, and that were necessary to
8 make it a -- an appropriate residual unit, then we'd take that
9 person too. Is that clear?

10 HEARING OFFICER SMITH: So you're looking at if there were
11 additional employees at Laughlin under those classifications,
12 you would seek to represent them?

13 MR. MYERS: Well, if that were necessary to make it a
14 residual unit.

15 HEARING OFFICER SMITH: Understood. I don't think we have
16 any testimony right now on Laughlin or any of the employees
17 there, and I don't know that -- that that was something that
18 was foreseen, especially since Laughlin is not specifically
19 petitioned for in the description of the unit involved.

20 MR. MYERS: We can revisit that issue perhaps after
21 testimony in that case.

22 HEARING OFFICER SMITH: Okay. So what is the language
23 that you wish to move to amend the petition as far as the
24 exclusions from the unit?

25 MR. MYERS: We would exclude all administrative personnel,

1 office clericals, confidential employees, supervisors, guards,
2 and other employees employed by the Employer at those
3 locations.

4 MR. DITELBERG: Would that be all other employees?

5 MR. MYERS: Did I say --

6 MR. DITELBERG: I think you just said other employees.

7 MR. MYERS: All other employees.

8 HEARING OFFICER SMITH: So if I understood it right,
9 excluding all administrative, office clericals, office
10 employees, supervisors, guards, and all other employees
11 employed by the Employer.

12 MR. MYERS: That's right.

13 HEARING OFFICER SMITH: Any objection to that motion to
14 amend?

15 MR. DITELBERG: I'm sorry, did we include confidential
16 employees in the exclusions.

17 MR. MYERS: I know I mentioned it. I --

18 MR. DITELBERG: Okay.

19 HEARING OFFICER SMITH: I may have missed it. So you want
20 to make sure it includes confidential employees as an exclusion
21 to the unit.

22 MR. MYERS: Yes. We're including confidential employees
23 as an exclusion.

24 HEARING OFFICER SMITH: Okay. Any opposition to that
25 motion?

1 MR. DITELBERG: The -- I'm sorry, the Employer does not
2 object to the Union amending its petition, but does, you know,
3 continue to reserve and does not waive its arguments with
4 respect to unit appropriateness.

5 HEARING OFFICER SMITH: Understood. I would grant the
6 motion to amend.

7 There was also some discussion about moving to amend the
8 name of the Employer. And I believe the discussion was that
9 the parties would both be agreeable to amending the petition to
10 name the Employer consistent with page 49 of the Collective
11 Bargaining Agreement, which is Republic Silver State Disposal
12 Services, Inc., a Nevada Corporation DBA Republic Services of
13 Southern Nevada and Republic Dumpco, Inc., AKA Dumpco, a Nevada
14 Corporation; is that right?

15 MR. MYERS: I'm sorry, I --

16 HEARING OFFICER SMITH: And maybe it would be clearer if
17 you would make the motion --

18 MR. MYERS: Yeah. We will move to amend the petition and
19 name the Employer in the same manner that it is reflected on
20 page 49 of the Collective Bargaining Agreement, which is in
21 evidence as P-1.

22 HEARING OFFICER SMITH: Understood. And there was also
23 some discussion that the name that is listed in the CBA is
24 different than the name that is listed on the Secretary of
25 State website, information that's already been introduced as

1 Employer's 2 and 3; specifically that Republic Service State
2 Disposal, Inc., is listed on the Secretary of State website
3 where the CBA lists Republic Silver State Disposal Services,
4 Inc.

5 So I want to inquire from the parties why the differences
6 there. Was the language that's in the CBA, is that a mistake?
7 A typo that includes the word "services"? I just want to get
8 the information for the decision writer to make an informed
9 decision.

10 MR. DITELBERG: Sure. From the Employer's perspective,
11 the petition named Republic Services as the Employer, and that
12 does not correspond to any legal or corporate name of the
13 business units in question in the petition. In our position
14 statement, we had named the legal names of the business units
15 as Republic Silver State Disposal, Inc., DBA Republic Services
16 of Southern Nevada Business Unit 445, the Cheyenne transfer
17 station in Cheyenne; the second one being Republic Silver State
18 Disposal, Inc., DBA Republic Services of Southern Nevada,
19 Business Unit 447, the Henderson transfer station, colloquially
20 referred to as Henderson; and third, Republic Dumpco, Inc., DBA
21 Apex Regional Landfill, Business Unit 446, the Apex Regional
22 Landfill colloquially referred to as Apex.

23 The references in our position statement to the -- to
24 those particular DBAs in the business units were more for
25 identification purposes, you know, in colloquial identification

1 purposes, given that we were dealing with three business units,
2 and within two separate legal corporate entities. So as a
3 matter of compromise for purposes of the hearing, we are
4 willing to agree to identify the legal entities in question in
5 a manner similar to that on page 49 of the Collective
6 Bargaining Agreement.

7 Although the actual legal names are as referred to in
8 Employer 2 and 3 being Republic Silver State Disposal, Inc.,
9 and Republic Dumpco, Inc. As the Collective Bargaining
10 Agreement is five years old, we're uncertain of the origin of
11 the discrepancy, whether it was a typo or whether there's been
12 a slight change in the formal corporate name since 2012. But
13 as -- I think there is a general understanding in terms of
14 what's being referred to.

15 You know, we are willing to agree to that amendment,
16 again, with the understanding that this does not affect or
17 prejudice us in any of our arguments that the CBA, Exhibit P-1
18 in the case, is not relevant to the unit appropriateness issues
19 that have been raised.

20 HEARING OFFICER SMITH: Understood. And with that
21 understanding, I grant the motion to amend, to correct -- or to
22 modify the name of the Employer listed in the petition to be
23 that -- or consistent with page 49 of the Collective Bargaining
24 Agreement.

25 Now, also there was some discussion as far as reaching

1 stipulations as to the size of the unit. We've had some
2 testimony, we've had some documentation, also some discussion
3 off the record. If I understand it correctly, the -- the
4 parties agree that as far as the size of the unit for the Apex
5 facility, it consists seven gate attendant/scale operators and
6 five paper pickers. The Cheyenne facility, it consists of nine
7 gate attendants/scale operators, and that at the Henderson
8 facility consists of five gate attendants/scale operators; is
9 that correct?

10 MR. MYERS: I'm sorry, I wasn't -- a little slow on those
11 numbers coming at me. Did you catch those numbers?

12 UNIDENTIFIED SPEAKER: I did not catch those numbers, I'm
13 sorry.

14 HEARING OFFICER SMITH: Let me know when you're ready.

15 MR. MYERS: Okay. Let's see, what's the document that we
16 have, that --

17 UNIDENTIFIED SPEAKER: It would be Exhibit C.

18 MR. DITELBERG: E-15 has got Apex, and I think we have a
19 similar document for Cheyenne.

20 HEARING OFFICER SMITH: Yeah. Employer 9 and 15.

21 MR. MYERS: Right. That's -- do you have one for
22 Henderson?

23 MR. DITELBERG: Yeah, we do. We got it.

24 MR. MYERS: Are we being asked to stipulate to the
25 eligibility of each of these names or just give a -- an --

1 affirm that this is the approximate number of persons in each
2 unit?

3 HEARING OFFICER SMITH: Just the approximate number of
4 persons in each unit.

5 MR. MYERS: Okay.

6 HEARING OFFICER SMITH: We're not getting into the,
7 whether or not any of them exercise any supervisory authority
8 or anything like that.

9 MR. MYERS: Right. Then based on that, I think that we
10 can affirm that the Employer 9, pertaining to Cheyenne,
11 Employer 15 pertaining to Apex, and then a document that hasn't
12 been introduced yet but there's five names listed as pertaining
13 to Henderson reflect the approximate numbers of employees at
14 issue here in each location.

15 HEARING OFFICER SMITH: Which -- and if you want to look
16 at the documents while I list them off. So for Apex would be
17 seven gate attendants/scale operators, and five paper pickers.

18 MR. MYERS: Correct.

19 HEARING OFFICER SMITH: For Cheyenne would be nine gate
20 attendants/scale operators.

21 MR. MYERS: Correct.

22 HEARING OFFICER SMITH: And for Henderson would be five
23 gate attendants/scale operators.

24 MR. MYERS: Correct.

25 HEARING OFFICER SMITH: Okay. So would both the parties

1 stipulate that's the approximate size of the petitioned-for
2 unit?

3 MR. DITELBERG: Yes. We would stipulate again, subject to
4 not waiving our arguments with respect to unit appropriateness.
5 But in terms of the unit that has been petitioned for, we so
6 stipulate.

7 HEARING OFFICER SMITH: And for the Union?

8 MR. MYERS: We would stipulate, yes.

9 HEARING OFFICER SMITH: And that stipulation is received.

10 Thank you. Any other preliminary issues before we put the
11 witness back on?

12 MR. DITELBERG: Did you want to deal with the position
13 statement?

14 HEARING OFFICER SMITH: Yes, please. Do you have a
15 petition statement to offer?

16 MR. DITELBERG: I do. Let me just say with respect to the
17 amended or really redacted position statement, you know, in
18 that regard, you know, we want to reiterate that based upon the
19 clarification on the record that the classifications that the
20 Union was seeking to represent was only intended to encompass
21 what the parties have referred to generally as the outside
22 employees, and what the parties have now stipulated in terms of
23 actual job classifications being the gate attendant/scale
24 operators and the paper pickers, we stated promptly thereafter
25 at the beginning of the hearing that we were no longer seeking

1 inclusion of -- for dispatchers at the Cheyenne business unit,
2 and the inclusion of one operations clerk at the Henderson
3 business unit.

4 Earlier in the hearing, the Hearing Officer gave us leave
5 to submit as an exhibit a revised and redacted position
6 statement to reflect that change in position given the new
7 information, and so we are offering that as an exhibit, E-17.
8 And to the extent of any conflict between the position
9 statement with the arguments that we may ultimately make in
10 closing or indeed if the Region is requesting it in briefing in
11 this case, that our closing arguments and/or briefing would
12 supersede any discrepancies between those arguments and the
13 position statement that is being offered as an exhibit.

14 HEARING OFFICER SMITH: Understood. And would you like to
15 go ahead and offer Employer 17 now?

16 MR. DITELBERG: Yes. So offering Employer 17, which is,
17 again, redacted to reflect the change in the position regarding
18 unit inclusions and exclusions as to job classifications.

19 MR. MYERS: Thank you.

20 HEARING OFFICER SMITH: You want to give the Petitioner a
21 moment, if you want, to review to see if you have any
22 objections to receipt of Employer 17?

23 MR. MYERS: No objection.

24 HEARING OFFICER SMITH: Okay. Employer 17 is received.

25 **(Employer Exhibit Number 17 Received into Evidence)**

1 HEARING OFFICER SMITH: And since you mentioned briefs, we
2 will not have briefs in this case. So the parties can make an
3 oral argument at the end of the hearing, you know, as to their
4 final positions on the issue. Any other further preliminary
5 issues before we recall the witness?

6 MR. DITELBERG: No.

7 MR. MYERS: Can I have one moment, please?

8 HEARING OFFICER SMITH: Yes.

9 (Off the record at 10:27 a.m.)

10 HEARING OFFICER SMITH: And off the record, the Petitioner
11 stated that, also wanted to make an assertion on the record as
12 far as if an election is directed, how the election should be
13 directed. If you want to go ahead and make that statement for
14 the record.

15 MR. MYERS: Yes. If the -- and I think particularly if
16 the Regional Director determines that the petitioned-for unit
17 is a residual of the existing unit. But in any event, that the
18 appropriate unit is a unit amongst all three locations that
19 we've been discussing.

20 We believe that the proper type of election would be a
21 representation -- a self-determination election by which
22 employees are afforded the opportunity to express a desire to
23 be represented at all by the Union, and their desire to be
24 represented by the Union as part of the existing bargaining
25 unit.

1 So support for such an election is in cases such as
2 Warner-Lambert Company, 298 NLRB 993; St. Vincent Charity,
3 which is 357 NLRB 854. I believe the origin of the approach
4 goes back to Armour Globe -- sorry -- and the cite I have for
5 that is 40 NLRB 1333. So we would -- we want to make clear for
6 the record that in terms of the Regional Director's
7 consideration, we would want employees presented with that
8 option.

9 HEARING OFFICER SMITH: Understood. And does the Employer
10 wish to make a statement of position on that issue?

11 MR. DITELBERG: You know, we will reiterate this during
12 closing statements. But based on the evidence and law, the
13 petitioned-for unit is not what the Board has referred to as
14 a residual unit, and even were it found to be so, a
15 self-determination or Armour Globe election would not be
16 appropriate.

17 HEARING OFFICER SMITH: Okay. So we have that on the
18 record. Any other issues before we have Mr. Clinker testify
19 again?

20 MR. DITELBERG: No, not --

21 HEARING OFFICER SMITH: Okay.

22 Go ahead and have a seat. Just a reminder, you're still
23 under oath.

24 THE WITNESS: Yes, sir.

25 HEARING OFFICER SMITH: Okay.

1 Whereupon,

2 MARK CLINKER

3 having been previously sworn, was called as a witness herein
4 and was examined and testified as follows:

5 DIRECT EXAMINATION CONTINUED

6 Q BY MR. DITELBERG: Mr. Clinker, I had completed my direct
7 examination of you with respect to a discussion of the Apex
8 business unit.

9 Now, I understand when we were off the record from the
10 Hearing Officer that the Region would like some information
11 regarding the Laughlin division for which you are also the
12 general manager. And it's the Employer's position that the
13 Laughlin facility would not be part of an appropriate unit, but
14 given the Region's desires -- I believe you've already actually
15 offered some evidence with respect to Laughlin. Why don't I
16 continue an examination concentrating on Laughlin, and then the
17 other parties, you know, to the extent that other information
18 is needed, pick up from there.

19 So again, just to clarify, are you also the general
20 manager of the Laughlin facility?

21 A That's correct.

22 Q Okay. Is the Laughlin facility a separate business unit
23 within the company organization?

24 A No, it's not. It's a -- it's a business type that's
25 under -- business unit --

1 Q Is it considered a division?

2 A It's a division under Business Unit 446.

3 Q Okay. And if you know, you know, roughly, where is it
4 located geographically in relation to Apex, Henderson, and
5 Cheyenne?

6 A It's a hundred-plus miles from all three of those
7 locations of -- near the City of Laughlin --

8 Q Okay.

9 A -- on the Nevada border.

10 Q Okay. And could you describe generally the operations
11 that are undertaken at the Laughlin facility?

12 A Well, where we have a really good example of one of the
13 larger facilities in the country at Apex, we got the exact
14 opposite, a very small facility that serves just a small
15 community. They do 10 to 12 trucks a day. But it's run with
16 the same standards that we run all of our facilities.

17 Q So I take it it's a landfill as opposed to a transfer
18 facility?

19 A It's a landfill, yes, sir.

20 Q Okay. And could you describe the Laughlin facility in
21 terms of acreage, any different focus in terms of what is
22 disposed of there?

23 A It's a 40-acre facility. They take specifically the
24 residential and commercial materials from the communities
25 surrounding Laughlin.

1 Q Okay. And could you describe -- first of all, how many
2 total employees are there at Laughlin, both supervisory and
3 non-supervisory?

4 A There are -- there's one supervisory employee, one
5 clerical employee, and four bargaining unit employees.

6 Q Okay.

7 A And then we also -- it's a satellite for, in this
8 instance, we do work together -- the Henderson does the
9 residential material pick up, so there are a couple of drivers
10 that check in at that facility but are attached to Henderson,
11 and Cheyenne does the commercial work. And so, you know, those
12 employees associate themselves -- they're attached to Cheyenne
13 and Henderson's operations, but they, you know, they utilize
14 that facility most of their work day.

15 Q Okay. And when you say bargaining unit employees, just to
16 be clear, those are employees represented by Teamsters Local
17 631?

18 A That's correct.

19 Q And are they encompassed within the Collective Bargaining
20 Agreement that was entered into evidence as P-1?

21 A That's correct.

22 Q Okay. And could you describe generally what those
23 bargaining unit employees do?

24 A We have -- we have two heavy equipment operators who
25 actually, a similar function to Apex, they're construction

1 specialists. They're building the landfill design with waste
2 and abiding by all the rules; they're associated with that.

3 Q Okay.

4 A There's also a mechanic there, and a utility 2 --

5 Q Okay.

6 A -- who does the clean-up work, generally runs small
7 equipment at the facility. Just general, what -- those items
8 that are in the classification of utility 2 in the CBA.

9 Q Okay. And you mentioned there was a clerical employee at
10 Laughlin?

11 A We do have a part-time clerical employee who, large
12 percentage of her day is doing administrative duties,
13 paperwork. We have all the paperwork responsibilities there
14 that we have in a large landfill to keep our permit active.
15 And that facility does approximately 60 tons a day, which is,
16 you know, 10 to 15 trucks -- truckloads a day. So as opposed
17 to Apex that does, you know, 8,000 tons a day. You know, the
18 number of trucks that come through there, she -- they share
19 duties checking the trucks in.

20 Q Okay. So are there any duties that she performs that are
21 similar to duties that either the gate, you know, gate
22 attendant/scale operators or the paper pickers perform at the
23 Apex site?

24 A Her duties would be similar to those of the Apex scale
25 attendants.

1 Q Okay. And again, to be clear, approximately what
2 percentage of her duties?

3 A Maybe 10 percent of her total workday, week, is spent -
4 - or less -- on checking, checking trucks in.

5 Q Okay. And given the discussion, you know, just sort of
6 the terminology that the parties have sort of used colloquially
7 in this proceeding, you know, outside employees versus inside
8 employees, is she --

9 A She's an inside employee.

10 Q She's an inside employee. And, you know, to what extent
11 does she have contact during her workday with the bargaining
12 unit employees that you described?

13 A Being that it's a small facility, they share a common
14 lunch room, check-in area, clock-in area, that's -- we have one
15 trailer there so they're all -- they're -- she's in contact
16 with them. Actually, she can see them from the scale house
17 90 percent of the day, a good majority of the employees.

18 Q Now, when you say that she's part time, what is her usual,
19 you know, work week in terms of days of work and hours of work?

20 A We -- she works, you know, three -- she works generally
21 under 20 hours per week, or right at 20.

22 Q Uh-huh.

23 A And it, it varies, you know, Monday through Wednesday or
24 Thursday, or it really depends on the -- it's a good job for
25 her due to her situation in life, and it's -- it's very

1 valuable for our manager there who can then deal with customers
2 or change her schedule. So she has a -- basically a floating
3 -- a floating schedule.

4 Q Is it floating based on any degree of regularity or is it
5 very much ad hoc, I guess?

6 A She -- it's, it's -- she, I think she's on the schedule to
7 work Monday through Thursday, you know, a half a day, 20 hours,
8 and then she's very flexible, so that's changeable should our
9 supervisor, Tori Loll there, have to go and work in the
10 community on Friday, she might show up on Friday and not -- not
11 come in on Wednesday. And, and they just work together on
12 that.

13 Q Is, is Tori Loll her immediate supervisor?

14 A That's correct.

15 Q Okay. And where is Tori typically physically located?

16 A In -- in the same office.

17 Q In Laughlin?

18 A Yes.

19 Q Okay. Because I note that she is on the organization
20 chart that was admitted as Employer's 16. So just to be clear,
21 she's actually sited, physically sited at Laughlin?

22 A She is physically -- her responsibility reporting to me is
23 to, you know, manage that facility.

24 Q Does Laughlin do -- have its own separate scheduling,
25 overtime considerations, vacation schedules, separate from

1 Apex?

2 A Yes.

3 Q Okay. Is there any overlap in terms of scheduling or, you
4 know, relieving employees between Apex and Laughlin?

5 A No -- there is, there is no overlap in the scheduling.
6 Being that it's a small unit, should one of the union employees
7 want to go on vacation and to -- we help, we help coordinate
8 from Apex. We'll send a -- a Union mechanic or a Union
9 operator to a location to, to support them.

10 Q Okay. And in terms of hiring, firing, transfers, wage
11 increases and the like, who has authority and responsibility to
12 make those decisions?

13 A For this particular employee, Tori would, and then she
14 would, you know, negotiate their -- discuss that with me.

15 Q Okay.

16 A And HR.

17 Q And, you know, there's been some extensive testimony
18 regarding employee benefits. Are there any employee benefits
19 that this employee has or doesn't have that either -- any of
20 the other employees at Laughlin have or don't have? Why don't
21 we start with that? You know, being a part-time employee, are
22 there any differences in benefits?

23 A I don't believe that the employee has benefits being a
24 part-time employee.

25 Q Does not have benefits at all? Okay. And what benefits

1 does she not have?

2 A Health -- health benefits or 401 benefits.

3 Q Okay. And so I take it in relation to the Apex gate and
4 scale employees and paper pickers, that she also would not have
5 any benefits that they have?

6 A That's correct.

7 Q Okay. Is she subject to -- we've had extensive testimony
8 in terms of various work rules and protocols at the Apex
9 Landfill with respect to the gate and scale operators and the
10 paper pickers. Is this part-time employee subject to the same
11 work rules and protocols --

12 A Very similar.

13 Q -- or different ones?

14 A Very, very similar work rules and protocols, yes.

15 Q Okay. Are there any differences because she is a
16 so-called inside employee?

17 A Differences from the scale house folks at Apex?

18 Q Yes, yes.

19 A No.

20 MR. DITELBERG: Okay. Let's see. I -- I think that's all
21 I have.

22 HEARING OFFICER SMITH: Cross-examination?

23 MR. MYERS: Thank you.

24 HEARING OFFICER SMITH: Actually, before you do, you asked
25 about contact with -- that the clerical part-time employee

1 might have with the bargaining unit, and you mentioned common
2 break areas, check-in areas, stuff like that. What kind of
3 contacts does she have with the bargaining unit employees that
4 are associated with her job? In other words, is there any
5 job-related communications that she has with the bargaining
6 unit employees?

7 THE WITNESS: You know, other than making them aware that
8 there's a possibility a load is coming up on the hill or they
9 communicate -- I guess could she -- are you asking me could she
10 go the whole day without communicating with the bargaining unit
11 employees?

12 HEARING OFFICER SMITH: No. I mean, as far as when she's
13 doing her job, are there any communications that she would
14 have, you know, with the bargaining unit employees? So, in
15 other words, as part of her job, would she normally reach out
16 to the heavy equipment operators for anything, any particular
17 issues?

18 THE WITNESS: She -- she could, she could. I guess it's
19 such a small workplace that, you know, she could call them and
20 ask them if they -- she would -- they'd help her out with
21 something, I guess, if she had a problem or if she wanted to
22 check a truck or something like that. You know, being such a
23 small unit, they -- they work pretty closely together.

24 HEARING OFFICER SMITH: Okay.

25 THE WITNESS: If she needed water from the outside, she

1 might call the mechanic and ask him or the utility and ask him
2 to bring her water or something, you know, something of that
3 sort, I guess.

4 HEARING OFFICER SMITH: And when you say water, like water
5 for her to drink or water to keep dust down?

6 THE WITNESS: Drinking water or, or to keep, possibly keep
7 dust down if she recognized -- or if, if a customer came in and
8 some paper fell out of his truck, she might ask him to pick the
9 paper up, something, something of that sort. You know, they
10 take a lot of pride in the cleanliness of that facility.

11 HEARING OFFICER SMITH: Okay. Thank you.

12 Sorry, if you want to go ahead and go with cross.

13 MR. MYERS: Yes. Thanks.

14 **CROSS-EXAMINATION**

15 Q BY MR. MYERS: So let me back up and do the big picture
16 and then we'll jump into the --

17 A Okay.

18 Q -- to the specifics.

19 This is called the Apex Landfill. Does Apex stand for
20 anything? Is that an acronym?

21 A Just -- I think -- I'll have to defer to my predecessors,
22 but I think it's the Apex Mountain is there, and so I think
23 they chose to call it the Apex Landfill.

24 Q I see. Okay. So it's a reference to a --

25 A And we do -- we refer to it as Apex Landfill and, you

1 know, probably on the sign out front it says Apex Regional
2 Landfill. You know, I -- I -- it's referred to, you know, both
3 ways.

4 Q Thanks. Is it owned by Republic Services?

5 A Yes, it is.

6 Q And who are its customers?

7 A The residents and businesses of -- of the County, the City
8 of North Las Vegas, the City of Las Vegas, and the City of
9 Henderson.

10 Q And do you have contracts with those municipalities or
11 those -- what agreements, if any, do you have with those
12 municipalities?

13 A We're the -- you're asking me to answer a question that
14 probably is, is not my specialty. I know in the -- in several
15 of the agreements there is a -- we are the franchise facility
16 for biosolids from the treatment plants, so those -- those
17 materials are -- are directly recognized in the -- in the
18 franchise agreements.

19 Q Okay.

20 A And we manage that, that part of it.

21 Q Well, I think yesterday in your testimony you referred to
22 two of your customers as being Henderson and Cheyenne.

23 A That's correct.

24 Q So, in other words, that's considered a revenue stream
25 when they bring trash to -- to the landfill --

1 A That's correct.

2 Q -- that's marked as -- as a revenue source, correct?

3 A Yes, sir.

4 Q Are they your biggest customers?

5 A Yes, they are.

6 Q What percentage of your business is from those two
7 entities?

8 A If I -- if we -- approximately 90 percent.

9 HEARING OFFICER SMITH: Can you clarify again for me,
10 which two entities are we talking about is 90 percent of your
11 business?

12 THE WITNESS: Between, between the -- what's in the
13 franchise agreement with reference to treatment plant waste and
14 then the materials that are brought to me from the Cheyenne
15 transfer station, the Henderson transfer station, accounts for
16 about 90 percent of my daily waste.

17 HEARING OFFICER SMITH: Thank you.

18 Q BY MR. MYERS: And it seems to me, but I'm no expert in
19 this, but you can't really have a transfer station unless you
20 have a landfill somewhere to transfer it to. Is that a correct
21 statement?

22 A Yes, sir.

23 Q So these transfer stations could not exist independently
24 in terms of the overall operations in this market unless Apex
25 or something like Apex existed?

1 A Well, across the country generally you build a transfer
2 station to create a hub to manage the waste very efficiently,
3 and then it's loaded onto a larger truck which, which maybe can
4 take, you know, four or five or six of the trucks that come in
5 our neighborhood or that go to businesses consolidated, and,
6 and then, then it's just a matter of how far -- how far do you
7 want to haul it?

8 So we're very fortunate here to have, you know, a very --
9 you know, you know, the landfill here 20 miles outside of town.
10 Other places across the country it could be hundreds of miles.

11 Q I see. And -- but in addition you've got another
12 10 percent of your business, it sounds like it comes from other
13 haulers that operate, I guess, independently and residents and
14 others. Could you tell me about that? What is that other
15 10 percent?

16 A The other 10 percent is comprised of just -- just what you
17 said, third-party material management companies who handle
18 basically construction and demolition materials; and then
19 there's -- there's also a portion of the waste that businesses
20 and industry produce that we classify as, as special waste that
21 needs special handling or managing it differently than -- and
22 it's not included in the franchise that we take.

23 Q All right. Thanks, sir.

24 A Yeah.

25 Q So I'm gonna maybe go over some same ground that we went

1 over yesterday, but nonetheless -- actually, before I do talk
2 about the job classifications at work at the Apex Landfill, can
3 you give me a description of the physical plant? I mean, are
4 there buildings? I'm sure there's buildings, but what are the
5 buildings? Similar to what we did yesterday with Cheyenne.

6 A Certainly. Apex Landfill is -- is at Exit Number 64. We
7 own 2285 acres to operate the landfill on. Physically we
8 have -- the property is -- we control access for that whole
9 acreage, and we have one, one area that you enter the facility,
10 which is where our -- our scale house and scale attendants are.
11 We control the access 24/7 to the facility.

12 That's our first control, so our scale tenants are, you
13 know, are basically our security monitoring. We have camera
14 systems. We do -- we check the loads. We, you know, check and
15 make sure everybody that enters the facility is appropriate and
16 has been directed to, to the appropriate place onsite.

17 Once you enter the facility, approximately, you know, I
18 want to say for just sake of distance, you know, a quarter of a
19 mile into the facility we have the maintenance building and
20 administrative offices. It's the gathering point for our
21 employees. And then onsite we have, we actually have several
22 vendors who are working onsite.

23 We have a mining operation, which is Las Vegas Paving,
24 that mines the rock for the facility and markets it in the
25 community. We have a bulk hauler on facility, KRD, who hauls

1 materials from our Cheyenne and Henderson location to the
2 facility in tractor-trailers.

3 Q So let me stop you there. So if I'm understanding right,
4 that within the last few years the transfer function was
5 subcontracted? It used to be performed directly, but now it's
6 performed by a third party. Is that an accurate statement?

7 A A portion of the, of the function was hauled internally,
8 and a portion was hauled externally; and I want to say four to
9 five years ago we, we externalized that whole operation.

10 Q Okay. And that's KRD, you say?

11 A Yes.

12 Q All right. Thank you.

13 I didn't mean to interrupt. So you have third-party
14 vendors onsite, mining operation, bulk hauler. Anybody else?

15 A Yes. We are -- we also have a company who purchases our
16 gas and turns it to electricity and sells electricity to the
17 Las Vegas market, to Nevada Energy, which -- and then, and then
18 we -- we have the Combs Brothers, or Las Vegas Livestock, who
19 recently closed their operations in North Las Vegas and are
20 moving those operations out to the facility.

21 Q And what is their operations?

22 A They'll be using food waste from the businesses,
23 properties on the strip and supermarkets to feed pigs, and then
24 they will sell the pigs on the market.

25 Q I see. Okay. Thanks.

1 And, and so there's the gate, there is the maintenance
2 building and admin office, and then what, is there sort of a
3 cluster of other structures that these vendors --

4 A In various places throughout the facility, yes.

5 Q Okay. Is there any other big buildings or other important
6 buildings in terms of the operation?

7 A You know, not -- we're pretty proud of our safety zone
8 where we do our safety training, which is a trailer, you know,
9 in the -- in the administrative office, maintenance building
10 area where our employees gather for, obviously for safety
11 training, education.

12 Q Turning now to the gatekeeper/scale attendants, you've
13 described what they do. Do they have interaction with -- and I
14 assume I understand they have interaction with third-party
15 customers who come up because the third-party customers are --
16 you know, need to be weighed and secure payment and so forth.
17 What about with the vehicles driven by other Union members,
18 either from Cheyenne or Henderson? What's the interaction
19 there?

20 A They, they come in contact with -- with those employees
21 also on a -- on a daily basis.

22 Q And what -- what --

23 A Some of them --

24 Q Describe the contact to me.

25 A -- some of them -- some of them we have a setup where they

1 can -- we have automated scales where they can check themselves
2 (sic) in to the facility. Some of the bargaining unit members
3 will come in contact with them just visually because they can
4 check themselves in and out. And in other instances where they,
5 you know, they -- they don't have unattended access, they might
6 have to go to the window and interact, much as you do a teller
7 at -- at a bank, I guess.

8 Q Now, I -- is it ever the case where the driver comes in
9 over weight?

10 A That's -- that's a possibility.

11 Q And I'm talking about drivers from Cheyenne or Henderson.

12 A I mean, not -- not -- we wouldn't -- normally that's not
13 the case, no.

14 Q Maybe I ought to be also clear. You, you have your own
15 local hauling operation out of the, out of the Apex Landfill,
16 correct?

17 A That's correct.

18 Q So how many vehicles do you say you operated out of Apex?

19 A Approximately 16.

20 Q Sixteen. So these drivers, they're not going to a
21 transfer station; they're going to Apex to dump their loads?

22 A That's correct.

23 Q And then I guess sometimes you're going to have drivers
24 out of either Henderson or out of Cheyenne who might dump their
25 loads at Apex because they're closer to it?

1 A As -- as Jim, Jim Rankin testified, yes, we could direct
2 the -- and I think Joe did also, Joe Burkel did also -- they
3 could be directed to haul directly those items that don't make
4 sense to take to the transfer because of a management decision.

5 HEARING OFFICER SMITH: You had mentioned 16 vehicles. Is
6 that 16 vehicles that are internal to Apex, in other words,
7 transporting materials just within the Apex facility, or is
8 that vehicles that are coming from, say, Cheyenne or Henderson?

9 THE WITNESS: No, that -- that's just the -- the trucks
10 that I operate out of Apex.

11 Q BY MR. MYERS: And is that all residential because there's
12 folks that live out there, or do you have a commercial line and
13 an industrial line?

14 A We, we serve -- we serve all four treatment plants around
15 the clock, basically. We haul biosolids or sludge from the --
16 from those plants. That comprises 14 of the bargaining unit
17 members and -- 15 of the bargaining unit members -- and then I
18 have the City of Moapa, Logandale, and Overton which I serve
19 out of Apex residentially, so that's -- it's an additional two
20 trucks, four drivers.

21 Q And I guess -- so just going back to that scenario, if one
22 of those trucks either -- let's say the 16 trucks that operate
23 out of Apex, if they came in over weight, is the
24 gatekeeper/scale attendant responsible for doing anything in
25 that circumstance?

1 A They're -- they're to document it, and then
2 management-wise, we, we address that through -- and sometimes
3 it's inevitable. On rainy, rainy days and that, the loads --
4 the driver can't tell, you know, what's -- what's on the truck.
5 The waste is wet. And our goal is to -- you know, is to be,
6 you know, loaded appropriately all the time.

7 Q Okay. So the -- the scale attendant would document that.
8 Would they communicate that to any supervisory staff or is --
9 what's the --

10 A That comes, that comes to our -- that comes to my
11 supervisor and we, we track that very closely.

12 Q Okay. And does that potentially result in discipline to a
13 driver if they overload through -- in circumstances that aren't
14 really justified?

15 A No.

16 Q No?

17 A No.

18 Q The --

19 A We look at that as a -- we need to look into it and figure
20 out why the -- why they're overloaded and try to adjust the
21 routes accordingly.

22 Q Okay. All right. Thanks.

23 So drivers coming into the yard who are hauling or who --
24 out of your yard, or maybe out of Henderson and Cheyenne, do
25 they -- they come into contact with those folks? Do they come

1 into contact with any other Union members while they're doing
2 their gatekeeper duties?

3 A Every -- every customer who has a load that needs to be
4 disposed of, a large majority of the customers would also have
5 some contact with the 23 heavy equipment operators, one -- some
6 of or all of the heavy equipment operators at the working face
7 of the landfill.

8 Q So the customers would have interaction. Would the
9 gatekeepers have interactions with the heavy equipment
10 operators?

11 A Oh, I'm sorry. I thought your question was do my
12 customers have --

13 Q That's fine. No, I, I may have misphrased it.

14 A Okay.

15 Q Do the gatekeepers have interaction with the heavy
16 equipment operators?

17 A The gatekeepers have radio communication with the
18 operators and regularly alert them that, you know, materials
19 are coming up. You know, they -- they're in -- they're in
20 communication. You know, we actually, every four hours we have
21 a small blurb we do on safety and, you know, company functions
22 that they read on the -- on the radio. So they're -- they're
23 in constant communication, or they have the ability to have
24 constant communication if there's something they need to
25 communicate. And --

1 Q What's the -- what's the importance or the purpose of
2 communicating, that the gatekeeper's communicating to the
3 operators that certain materials may be coming up?

4 A Well, it's to -- we have, we have instances where a
5 customer may need some assistance with his load, which is --
6 which is something that the -- the operators -- a service the
7 operators perform, whether that be, you know, helping him
8 offload, helping him -- making sure they get their material to
9 the right place at the facility, you know, if they need special
10 attention.

11 We have tippers at the facility, and a tipper is an
12 apparatus where the trailer is pulled onto it and it dumps the
13 whole trail- -- those large trailers. So you, you actually
14 pull onto it, it dumps the load out. We have, we have
15 third-party customers who might need assistance, you know,
16 unloading, unloading their vehicles.

17 Q The -- and the safety meetings, maybe I mis- -- I'm trying
18 to understand what you said. Are there ever safety meetings in
19 which both Union classifications and the gatekeepers/scale
20 attendants would attend a common safety meeting?

21 A Generally that's not -- we -- we might have done that
22 once. It's not generally. Those two trainings are done
23 separately.

24 Q So --

25 A Due to scheduling, due to location, due to time, you know.

1 If -- if -- there's instances where if a scale attendant missed
2 a training that was scheduled by their supervisor, that they
3 could attend another training. That could happen.

4 Q Uh-huh.

5 A Some of our training is very similar, and then some of
6 it's very specific. Obviously they can't miss the -- the
7 scale-specific training, but the general training they could,
8 they could sit and capture the message that's similar for --
9 for everyone.

10 HEARING OFFICER SMITH: Back up for just a second.

11 THE WITNESS: Yes.

12 HEARING OFFICER SMITH: You were asked a question about
13 communications between the gates, the scale operators and the
14 bargaining unit. You'd mentioned that there may be times where
15 a customer may need an assistance with a load, but we didn't
16 get to the issue of -- so what communications --

17 THE WITNESS: Oh.

18 HEARING OFFICER SMITH: -- would that gate operator
19 have --

20 THE WITNESS: Oh, I got you.

21 HEARING OFFICER SMITH: -- with the --

22 THE WITNESS: No. No.

23 HEARING OFFICER SMITH: -- bargaining unit?

24 THE WITNESS: Very -- very good. Very good. Very good.

25 I'm sorry. I thought it was pretty clear. I -- I do it every

1 day. They would -- they would get on the radio. We have
2 two-way radios, two-way communication, a closed-system
3 communication. They would get on the radio and alert the
4 operator at the working area that we -- we get -- I'll give you
5 a good example.

6 We would get, from the convention center, when they're
7 tearing down a convention, there'll be a lot of bulky materials
8 and boxes that are put on a flatbed truck, and that customer
9 comes in, the scale attendants would address, you know, making
10 sure that you're weighed and -- and taken care of properly
11 there. And if they need a piece of heavy equipment to push the
12 load off of the trailer so that the driver -- it's obviously,
13 it's, you know, they're -- sometimes they're very bulky, they
14 would call us to the working phase and alert the operator that
15 we have a customer that needs a push off, and they've signed
16 the forms that they have to sign, and -- and they're clear to
17 take care of that customer.

18 HEARING OFFICER SMITH: Thank you.

19 Q BY MR. MYERS: Who has them sign those forms, the
20 gatekeeper?

21 A Yes.

22 Q The --

23 A So any waiver -- any waivers, paperwork, they're
24 responsible to make sure that that's in place before we, you
25 know, come in contact with another company's equipment.

1 Q Yeah. That scratch was already there, kind of thing?

2 Okay. All right. All right. So on your organizational chart,
3 Elaina Turner is the direct supervisor for the gate/scale
4 attendants?

5 A That's correct.

6 Q And where is her office located?

7 A Her office is -- she -- she actually has an office in the
8 scale and then an office up at the administrative building.

9 Q And where does she typically spend her time, both or?

10 A She -- yeah, both.

11 Q Does she supervise anybody else?

12 A She -- she is -- she is also our -- she has also been
13 trained to fill in as a supervisor for -- for other functions
14 at the landfill. So in a -- in a -- in a backup capacity, she
15 could vacation. She's -- I schedule her to also fill in for a
16 supervisor that might be off.

17 Q And what for -- can you give examples of what types of
18 operations that she might supervise?

19 A She -- she's also capable of being a supervisor in absence
20 of the OPS manager or one of the shift managers. So she would
21 help manage the bargaining unit members at the working phase
22 store. She generally doesn't take over the responsibilities of
23 trucking.

24 Q Okay. The paper pickers, now, when they're picking paper,
25 do they do that in a particular spot or are they all over the

1 2300 --

2 A They could --

3 Q -- acres?

4 A They could be anywhere -- anywhere that litter could blow,
5 they could actually -- they prefer them to be in that location.

6 Q Do they, in performing their job duties as paper pickers,
7 interact with other member -- other employees who are
8 represented by the Union?

9 A They -- they generally -- they generally don't. They
10 generally are working away from the heavy equipment operators
11 as a rule and away -- working away from the mechanics and the
12 drivers. They obviously share a common, you know, lunchroom
13 check-in facilities and that. So --

14 Q Do they undergo safety training?

15 A Yes, they do.

16 Q Do they do that in conjunction with any other group of
17 employees or do they do that separately?

18 A Presently, it's similar to the scale attendants. They
19 have their own training. We schedule that according to their
20 schedule. So they generally have their own training and
21 documentation. If they happen to miss a training, I'd say it's
22 a common training, they -- they could very well sit in with,
23 you know, with when we have a catch-up group or sometimes we'll
24 have somebody on vacation and we have to catch him up and we
25 find that we missed one of them because they were off, we'll

1 integrate them into the group, but it's not a general practice.
2 Just in order to make sure that every employee has every -- the
3 training every month. We could get to the end of the month and
4 say, oh, wait a minute. We got to catch these four people up
5 and have a -- and have a session to do that.

6 Q Do they ever perform duties other than picking up paper?

7 A Only -- only in the -- you know, only in an emergency. If
8 I -- if I should have something that I -- I feel as a manager
9 that needs to be done and they're the -- in the past, they're
10 the only folks that can get that done. I'll give you an
11 example. And, you know, Tom and I have discussed this.

12 I had -- I had the -- I have to have my scales certified.
13 The -- the representative from the -- from the county was
14 there. I needed -- I had one scale that, you know, either he
15 locks out my scales or -- because they didn't pay us or I -- I
16 do a little maintenance and cleaning on them, and I get -- I
17 get the scales to pass so that, you know, so that they're --
18 they can be certified. I -- I did have the folks help clean --
19 to clean that. I -- I -- I called that shot. It was probably
20 something -- just didn't have the employees. So as a manager,
21 I had to say, oh, do I want to hold this weighmaster up and
22 close the scale, which affects my business, you know,
23 negatively, or had them do some cleaning. But generally,
24 they -- they do litter pick up specifically.

25 Q Well, who normally would perform the work of cleaning that

1 scale?

2 A Either I would have a utility -- a utility individual or I
3 would have to ask, you know, one of the operators to --
4 mechanics to help out.

5 Q So that's a union utility worker?

6 A That's correct.

7 Q And well, is -- that's a specific instance. Does that
8 mean that's the only time that's ever happened or is that an
9 example of --

10 A It's an example of -- we were having our -- we operate --
11 we do -- we operated a small water treatment facility, had an
12 inspection. It -- it, you know, it needed -- I needed some
13 clean-up work done there. We -- we -- we had them help do that
14 while the inspector was there so that I could pass the
15 inspection.

16 Q And, again, would that kind of clean up the water
17 treatment facility -- or the water facility?

18 A It was -- it was -- it was, you know, it was actually
19 cleaning up, you know, litter and just, you know, hosing down,
20 just general, you know, policing work.

21 Q Would that normally be utility work or what?

22 A That -- that -- yes, it could be.

23 Q And I think yesterday you mentioned janitorial work. Now,
24 did you mean something separately? Do they ever do any other
25 kind of janitorial work?

1 A You know, I did -- it was just -- it was, you know, and
2 I -- I did have -- when they came in, they -- they used to
3 clean up the men's restroom because our guys are kind of messy.
4 We have since changed that practice. Just in order -- I -- I
5 guess I looked at it as helping them make it clean, but it, you
6 know, that was actually -- we agreed that that was utility --
7 utility 2 work, and so we have a utility or a parts person or
8 somebody on light duty now does -- does a lot of that work that
9 are bargaining unit members, to clean the restroom.

10 Q Okay. So it sounds like this was some kind of agreement
11 with the Union?

12 A Well, I -- it was, you know, we -- we agreed that they
13 wouldn't -- they wouldn't clean the restrooms, and it was ad
14 hoc. It was -- if it was messy, they cleaned it. We just --
15 they just don't do that now.

16 Q How long ago was that, that they --

17 A It's been --

18 Q -- discontinued that?

19 A I want to say, you know, more than a year ago.

20 Q Okay. Other than these ad hoc cleaning duties, did they
21 perform any other duties other than picking up paper?

22 A No.

23 Q And what do the utility workers do at Apex?

24 A My utility 2 performs a multitude of the duties. He does
25 pressure washing. He has responsibilities to run the -- the

1 smaller sweeper, a backhoe, a litter vacuum. He -- he just has
2 a -- basically his -- his job title is very descriptive. He's
3 a utility person. He doesn't run, as a rule, we -- we don't
4 have him trained on heavy equipment, which is, you know, the
5 operators' jobs. But smaller equipment, you know, doing --
6 assisting maintenance and -- and their functions, pressure
7 washing and cleaning -- generally, a utility worker, which
8 actually, you know, it's probably between the other facilities,
9 he's -- he's a -- he's a little -- he's -- he's probably
10 similar in ways, and then dissimilar in ways because it's a
11 landfill.

12 Q So if I understood your testimony yesterday, you actually
13 have two utility workers, one under Jesse Rodriguez and one
14 under Benny Canto, am I correct?

15 A No.

16 Q No? Okay. What --

17 A I -- I -- if I said that, I -- then I misstated. I have
18 a -- I have one utility 2.

19 Q Okay.

20 A And he works -- he works under the maintenance department
21 for Jesse Rodriguez.

22 Q Oh, I -- yes, I think I misread my notes. You have a --
23 do you have a utility 2 worker out at Laughlin?

24 A That's correct.

25 Q Okay.

1 A He works for Tori Loll. We talked about him earlier.

2 Q Yeah. Okay. So yesterday you testified with respect to
3 specific training, and I'm -- do you have Employer 13 in front
4 of you?

5 A Yes.

6 Q And there's a few little arrows that where you indicated
7 on the first page of this, those are training subjects that are
8 specific to gate --

9 A Gate attendants that --

10 Q -- gate attendants at the Apex landfill?

11 A That's correct.

12 Q So it appears that they received that training once per
13 year; is that right?

14 A That's correct.

15 Q Are there written training materials or is this --

16 A No. There's --

17 Q -- just sort of an oral training?

18 A There's -- there's written training materials.

19 Q How long do these trainings take place?

20 A Generally, they take an hour to two hours.

21 Q Are there -- and I guess if a new employee comes in and is
22 hired in, I don't know how frequently that has happened, but
23 does the Employer train those employees in all three of these
24 areas right there at the --

25 A We --

1 Q -- start?

2 A What we try to do when we hire an new employee is get them
3 caught up on a -- now I can't think of the word. We do an
4 overall onboarding training, and so we -- we expose them to
5 most -- most of this material that's on these 12 pages. So we
6 spend a day or two going over this before they start. So they
7 at least are familiar with it. They have a chance to ask
8 questions. They have a chance to, you know, help them with
9 areas they don't -- they don't quite understand, understanding
10 that it's -- this is a process, and it takes -- it takes time
11 to learn everything, but we try to expose them and document
12 that we have exposed -- we've trained them, you know, to the
13 specifics of -- of their job.

14 Q But is -- are there training modules or training subject
15 areas that are specific to the landfill operation that your
16 other union classifications of employees have to undergo in
17 order to perform their jobs?

18 A Can -- can you ask me that question again?

19 Q Yeah. That's kind of a convoluted question. So I know
20 that there are specific permitting requirements for your
21 landfill, correct?

22 A Yes, sir.

23 Q And as a result of those permitting requirements, you give
24 some specialized training to the gate attendants, correct?

25 A That's -- oh, okay. I -- I understand. So not all

1 landfills take special waste so we don't -- we don't focus --
2 we may -- we may touch on special waste at Laughlin, which is a
3 small facility. It doesn't take a lot. We spend a lot more
4 time at Apex focusing on a special waste because it is a --
5 it -- it's a -- it's a bigger area, and that -- that goes for
6 probably landfills across the country, you know. So --

7 Q So let me ask you, when you do trainings on special waste,
8 do you train the union personnel in special waste?

9 A Yes, we do.

10 Q So you have dedicated training modules with your equipment
11 operators, for example?

12 A Handling -- handling special waste, that aspect of it, the
13 scale attendants would be trained on the administrative aspects
14 of that and managing the administrative aspects.

15 Q And that's so notwithstanding that they are all one
16 bargaining unit member -- one bargaining unit. Can -- let me
17 withdraw that statement, I guess. Do -- has there ever been a
18 case where one of your equipment operators who may be -- who
19 started working at Henderson or Cheyenne bid into an opening at
20 Apex?

21 A Yes.

22 Q Does that happen frequently or occasionally or how would
23 you characterize it?

24 A It -- it happens -- it happens occasionally. It's not
25 a -- we -- we generally don't have a lot of turnover with the

1 heavy equipment operators.

2 Q But the bidding system is such that if I'm a heavy
3 equipment operator at Cheyenne and there's an opening at Apex,
4 I can bid into that job?

5 A That's -- that's correct.

6 Q And at that point, do you submit that employee to whatever
7 specialized training you need at Apex?

8 A We would. We would actually -- we would actually, you
9 know, decide if they had -- if they had the training that they
10 needed at Apex and would do that, yes.

11 Q And if -- if you -- right. If they lacked some training
12 that they needed to do their job at Apex, you'd provide them
13 that training, correct?

14 A Well, they -- I guess we -- we -- we -- they have to have
15 the skill and ability to do the -- to operate the equipment
16 that we have at Apex Landfill. So they have -- first, they
17 have to qualify for the job with their skills, and then if they
18 qualify with their skills, we would then train them on -- on
19 the specific items at the landfill.

20 Q Okay.

21 A So -- so if -- if we -- if we had a -- if we had a heavy
22 equipment -- and I'll make an extreme example. If we had a
23 heavy equipment operator that was at one of the other locations
24 that just ran the tamper, and he wanted to come and -- and run
25 a piece of heavy equipment, well, first he would have to

1 pass -- he would have to have the skill and ability. We -- we
2 would like him to have the skill and ability. I guess where
3 sometimes if it's -- it depends on the -- you know, every job
4 out there is important. So if we -- we have a -- we -- we see
5 somebody with some promise, I guess, but generally I -- you
6 know, they -- they have to pass a somewhat -- somewhat of a
7 skill and ability test.

8 Q I see. Has the fact that you are all one big bargaining
9 unit, Cheyenne and Henderson included with Apex, with respect
10 to your -- your bargaining unit tasks, has that ever posed an
11 operational difficulty for you in managing the Apex Landfill?

12 A Not that I can -- not that I can think of.

13 Q Okay. Thanks.

14 A I think -- I think more -- more -- more recently. It --
15 it just depends on time. We actually -- we actually had a --
16 do a waste of volumes going down. We had a reduction in work
17 forces. This has been six years ago, and we -- we sent an
18 operator I believe to Cheyenne who had more seniority that
19 bumped somebody at Cheyenne, just for, you know, the -- the
20 seniority comes into play at -- at some point.

21 Q Okay. Thanks. The -- turning at Laughlin, you were
22 referring to somebody whose job spends about less than 10
23 percent of her time performing the work of a gate attendant; do
24 you remember that testimony?

25 A Yes, sir.

1 Q Just so I'm not referring in the abstract, what's the name
2 of that person?

3 A Crystal Martinez.

4 Q Crystal Martinez. And what does Ms. Martinez do with the
5 other 90-plus percent of her time?

6 A She supports the clerical support for the supervisor
7 there.

8 Q What does that mean, more specific-y (sic)?

9 A Clerical, documentation, recordkeeping, safety, filing,
10 answering the phone, issuing purchase orders. It's a myriad
11 of -- it's a -- it's a small facility, but you've got a little
12 piece of everything that you still have to do.

13 Q Does she do any payroll issue --

14 A She --

15 Q -- payroll functions?

16 A Yes, she does.

17 Q And what does she do with respect to payroll?

18 A She would -- she would collect the information and send it
19 to -- to my location.

20 Q Any other administrative functions that you can describe
21 that she would do?

22 A She helps prepare for audits. She --

23 Q What kind of audits?

24 A We have -- we have internal audits that we have. We
25 send -- well, we check their -- their -- their cash handling

1 function through the controllership at the -- at my facility to
2 make sure that the, you know, the -- any -- any cash is handled
3 properly, deposited properly. She would -- she would do those
4 kinds of things -- receipts for -- for bank deposits.

5 Q Who would handle -- is this cash from customers who are
6 coming in and paying to dump the material at the landfills?

7 A That's correct.

8 Q When she is -- giving her access to information about
9 audits, financial audits, is that -- is there an expectation
10 that she keeps some of that information confidential?

11 A Yes. I would -- I would think so.

12 Q Can you describe what -- what's the concern and what's the
13 expectation?

14 A I guess if she has access to payroll -- payroll dollars,
15 she should -- she should -- pay. She should probably keep that
16 confidential.

17 Q Uh-huh. And what about the fact that there might be a
18 financial audit of the operations. Does that present any
19 confidentiality issues?

20 A I -- I don't think she gets involved to that -- to that
21 level. I -- I would say if we -- we keep a small cash deposit,
22 cash there. That's -- that, she should probably keep that --
23 you know, that's not something that you want everybody to know,
24 you know, unnecessarily, for making change, you know, and stuff
25 like that.

1 Q All right. There's a utility worker out at -- well, let
2 me restate the question. Are there any paper pickers out at
3 Laughlin?

4 A No.

5 Q But I guess there must be plastic bags out in Laughlin
6 that blow just like --

7 A That's correct.

8 Q -- at Apex; so does anybody pick them up?

9 A The -- that's a job we would assign to the utility 2.

10 Q And does he pick up -- is it a he or a she?

11 A It's a he.

12 Q He.

13 A Mikel --

14 Q Does --

15 A Mikel Meadows.

16 Q Mikel Meadows. Does Mikel, Mr. Meadows, does he pick up
17 the bags in the same way that the paper pickers pick up the
18 bags at Apex?

19 A He -- he does that. In addition, he has a litter vac that
20 he operates.

21 Q A litter what?

22 A A litter vacuum. So there's work --

23 Q What is a litter vacuum?

24 A It's a -- it's a machine that -- it's a -- it's a small
25 tractor with a -- with a -- a leaf -- a leaf blower and a

1 container attached to it that he pulls, and it has a tube, much
2 like the vacuum cleaner you use at home where he can drive
3 along the fence and vacuum the litter into a container. So
4 it's a -- a mechanical function to pick up litter.

5 Q Does anybody operate a similar machine at Apex?

6 A Yes.

7 Q Who?

8 A The utility 2 at Apex.

9 Q Does the utility 2 at Apex who's operating this machine
10 interact with the paper pickers who are picking up paper by
11 hand in some way?

12 A Not very regularly and not necessarily. I would send him
13 to pick litter in his -- in his capacity. I would send him to
14 use the vacuum on fencing in -- in areas that, you know,
15 that -- that piece of equipment can -- can work in. Generally
16 the litter crew is picking up litter where it's scattered and
17 not collected. They still pick up along the fences but more if
18 you can imagine litter pieces scattered amongst, you know,
19 several acres, a piece -- a piece every 10 feet.

20 Q Uh-huh.

21 A The litter crew would basically do that. It's --

22 Q Whereas along the fence as I guess the wind blows, and
23 then it sort --

24 A Collects along --

25 Q -- of accumulates?

1 A -- the fences. It's very easy to pick up with a litter
2 vacuum. You know, with the desert -- the desert growth we have
3 here, it -- it's very rigid. A plastic bag blows into the
4 rigid desert growth, and it's -- the litter vacuum just can't
5 pull -- pull that bag out of the -- out of that growth. So --

6 Q Let me ask you about so other classifications. Do you
7 have any dispatchers out of the Apex Landfill?

8 A No, we do not.

9 Q So if customers have a complaint because they're -- I
10 don't know, their residential trash wasn't picked up, where
11 do -- does that complaint get forwarded somewhere?

12 A That complaint goes to my OPS supervisor, Benny Canto.

13 Q Who?

14 A Benny --

15 Q Oh --

16 A -- Benny Canto.

17 Q -- Ben Canto? Uh-huh.

18 A Or if it's a complaint on site, they would either stop at
19 the scale house and talk to the scale attendants or the number
20 posted on the front of the facility is -- is my scale number so
21 that if anybody has a concern, they can call the scale. The
22 scale can direct that individual and their problem to the
23 appropriate person, whether it be me or any of my other staff.

24 Q Okay.

25 A My -- my scale attendants do backup checking the drivers.

1 We -- we have a -- a procedure that we check the driver out at
2 the end of his route if they are -- they are -- they've been
3 trained to during off hours to -- to check the drivers out,
4 make sure they've got their VCR, and their paperwork is
5 appropriate.

6 Q Okay.

7 A Just -- it's the kind of function because it would be them
8 leaving the site for the day. So --

9 Q All right.

10 HEARING OFFICER SMITH: VCR like in a videocassette
11 recorder?

12 THE WITNESS: No. They're -- I'm sorry. We use
13 terminology. They do a pre-trip and a post-trip inspection on
14 their truck. And part of their, someone checks out the drivers
15 when they've done that pre-trip and post-trip and then to make
16 sure they've completed their assigned route and they've done
17 their pre-trip and post-trip. We check off that --

18 HEARING OFFICER SMITH: And I didn't think that you meant
19 VCR like videocassette recorder.

20 THE WITNESS: No.

21 HEARING OFFICER SMITH: So what does VCR mean? What does
22 it stand for?

23 THE WITNESS: Vehicle Condition Report.

24 HEARING OFFICER SMITH: Thank you.

25 MR. DITELBERG: Do we have any other questions related to

1 the 1970s?

2 Q BY MR. MYERS: So there's a Dossier clerk named Oscar
3 Vasquez?

4 A Yes, sir.

5 Q And what is Mr. Vasquez's duties?

6 A Mr. Vasquez's duties is to input all of the information
7 from the VCRs and purchasing and mechanics reports into our
8 maintenance tracking program.

9 HEARING OFFICER SMITH: And we're talking about Dossier
10 clerks at Apex, correct?

11 THE WITNESS: Yes, sir.

12 HEARING OFFICER SMITH: Not at Laughlin?

13 THE WITNESS: There's none at Laughlin. Laughlin actually
14 sends theirs, presently, to Apex. And Crystal is -- we have an
15 electronic issue there but Crystal is training to input the
16 Laughlin information into the computer for maintenance down
17 there, so.

18 He also does purchasing, some purchasing, issues POs.

19 HEARING OFFICER SMITH: So he records the VCRs, the
20 Vehicle Condition Reports?

21 THE WITNESS: The Vehicle Condition Reports and the
22 mechanics' work orders into our tracking along with materials
23 that we've purchased. And I think that's a standard
24 responsibility for the Dossier clerks. It may differ from
25 facility to facility, somewhat.

1 Q BY MR. MYERS: And I guess it goes without saying. That
2 is a non-bargaining unit position?

3 A That's correct.

4 Q Has it ever been covered by a Collective Bargaining
5 Agreement, to your knowledge?

6 A Not to my knowledge.

7 Q And he reports to Mr. Rodriguez, the shop manager?

8 A He reports to Mr. Rodriguez. Yes, sir.

9 Q And any of the other positions, other than supervisors,
10 are there personnel non-union employees employed at the Apex
11 Landfill? Again, outside of --

12 A Litter crew, scale house, maintenance -- Oscar. I have
13 one other employee, she's a purchasing specialist. She's on my
14 payroll. She actually reports to a function, to a supervisor,
15 a support function off of my facility.

16 Q So what kind of purchasing --

17 A She does the overall. Maintenance is responsible for
18 purchasing what is associated with maintenance. And then all
19 the other purchasing is, she helps coordinate that purchasing
20 so paying your gas bill and anything that is not maintenance
21 related.

22 Q And you say she reports to somebody entirely outside of
23 Apex?

24 A Yes, sir.

25 Q Where is her reporting line?

1 A To the area office in California.

2 Q You say she's on your payroll but --

3 A We manager her locally and she supports -- we have two of
4 these functions. One houses at the Sahara office and the other
5 is housed at my facility.

6 Q I see. There's a counterpart to her position or a
7 parallel position at the Sahara office.

8 A (No audible response)

9 Q Does that person do the same function with respect to
10 either Henderson or Cheyenne?

11 A Not that -- I really don't know. I'm not aware of.

12 Q Okay. Does this person that we're just referring to, does
13 she pay the gas bills and pay the other bills just for the Apex
14 Landfill or does she also do it --

15 A She does other facilities. I don't know which facilities
16 those are. That's, she takes care of mine, I focus on.

17 Q And she pays the gas. Does she pay any other bills?

18 A Sure. Any, if you think about vendors that aren't
19 maintenance associated. The reason we carve out the
20 maintenance is so that we can roll up a Dossier which is our
21 maintenance tracking and the cost associated in maintenance.
22 We can roll those up and track our maintenance very, very
23 closely. And all the other expenses that we have to write POs
24 for -- you know, that rolls up in a totally different area. So
25 it's really just convenience of the company for purchasing

1 functions.

2 Q Any other positions other than this individual and the
3 ones we've talked about?

4 A No.

5 Q And by other, I guess I mean other --

6 A Not that I can --

7 Q -- workers that are non-union but also non-supervisory --

8 A Yes.

9 HEARING OFFICER SMITH: I thought you had mentioned
10 earlier special waste executive.

11 THE WITNESS: Oh, I'm sorry, excuse me. Yes. Yes. I
12 thought he was on my org chart.

13 HEARING OFFICER SMITH: And this is a non-supervisory,
14 non-managerial position?

15 THE WITNESS: I would say that he's a non-supervisor. I
16 guess I'd -- classification of a salesman.

17 HEARING OFFICER SMITH: Well, what are his
18 responsibilities?

19 THE WITNESS: To interface. He actually offices at the
20 Sahara office. He basically, you know, deals with customers
21 that would frequent Apex Landfill but he's closer to our
22 customers which are in town here, so. He provides support to
23 our customers who need special paperwork, special
24 documentation, waste assistance. He interfaces with companies
25 like Tronox and TIMET that, you know, to help them manage their

1 waste streams.

2 HEARING OFFICER SMITH: Okay. But he's at the Sahara
3 location, not even at --

4 THE WITNESS: He offices out of the Sahara location. Yes.
5 But he works, I mean he works for basically, he -- the majority
6 of his work is landfill oriented and he supports our location.

7 Q BY MR. MYERS: And you called him a special waste
8 executive?

9 A Yes, sir.

10 Q Okay.

11 A He's a degreed person. He has an engineering degree.
12 He's a certified environmental manager in the state. He's --

13 MR. MYERS: No further questions. Thanks.

14 HEARING OFFICER SMITH: We're going on noon right now. I
15 don't want to do like yesterday where we go the whole day
16 without lunch. Why don't we, unless there's any objection,
17 we'll go off the record for an hour.

18 I do have some questions for the witness.

19 MR. DITELBERG: Hopefully, we can press on. We're going
20 to have one other witness after Mark which will be shorter,
21 basically, the general manager of Henderson to kind of complete
22 the cycle. And, hopefully, we can press on in hopes of
23 finishing today if it's possible.

24 HEARING OFFICER SMITH: That would be good if we can.

25 MR. DITELBERG: Yeah. I don't know what the Union has in

1 mind at this point, but.

2 MR. MYERS: I mean, I'm game for us, I mean we can try to
3 limit lunch to 45 minutes if that's amenable to others here,
4 so.

5 MR. DITELBERG: I -- that would be to us.

6 MR. MYERS: I'm of the same mind.

7 MR. DITELBERG: Yeah.

8 HEARING OFFICER SMITH: So we'll come back at 12:45?

9 MR. DITELBERG: Sure.

10 HEARING OFFICER SMITH: Okay. We'll go off the record.

11 MR. DITELBERG: Thank you.

12 (Off the record at 12:01 p.m.)

13 HEARING OFFICER SMITH: Okay. Off the record, the parties
14 stated they wanted to make some positions for the record as far
15 as how to proceed, I believe for the Petitioner, how they would
16 like to proceed for election, I believe was part of it.

17 Why don't you just go ahead and state your position for
18 the record?

19 MR. MYERS: Yes. I'm going to state my position and
20 clarify comments I made earlier today to the extent that
21 they're inconsistent with what I say now.

22 The election that we seek is a self-determination election
23 pursuant to the case law that I'd previously cited. And so we
24 think that if the workers for whom we petitioned, the two
25 classifications that we're petitioning, the paper pickers and

1 the gate attendants vote, a majority of them, for union
2 representation, it should be union representation as part of
3 the existing collective bargaining unit represented by the
4 Union. And so that is what we would seek.

5 Obviously, if there is some legal reason why that should
6 not happen or case law that I'm familiar that would contradict
7 the case law that I've cited that I think supports our
8 position, we would continue to seek the unit, three unit, the
9 three-facility unit that we petitioned for as a separate unit.

10 But we think, to avoid the proliferation of units that the
11 petition for unit should be essentially then become part of the
12 existing unit.

13 Thank you.

14 HEARING OFFICER SMITH: And for the Employer?

15 MR. DITELBERG: We have already stated our position that
16 there is no appropriate residual unit and even if there were,
17 that a self-determination election would not be appropriate and
18 we will expand upon that argument further in our closing
19 statement.

20 And it's also our position, and I don't know whether it's
21 shared by the Union, maybe it is, maybe it isn't, that to the
22 extent that the Region involves itself in an analysis what
23 would constitute an appropriate residual unit that the scope of
24 that unit and those unit considerations would be limited to the
25 classifications in the Union's petition.

1 MR. MYERS: And I may just make a comment for
2 clarification. It's our position that the unit that would be
3 voting the petition for a unit for which we seek a
4 self-determination election is not technically a residual unit.
5 That's a separate concept under Board law.

6 If we did not, were not successful in -- it's a separate
7 concept inasmuch as it is not necessary as in the residual unit
8 doctrine to include all categories of unrepresented employees
9 in that election as would be the case in a residual unit
10 approach.

11 So we don't think it's necessary, although we're happy to
12 build the record, as to what other classifications do outside
13 those classifications for whom we had petitioned.

14 But if we lose Plan A, I guess, if we don't get a
15 self-determination election and we are looking at a residual
16 unit, we would concur that the proper scope of that residual
17 unit should be the classifications for whom we petitioned. I
18 don't think either side is going, is seeking to include in
19 whatever unit we end up with those other classifications beyond
20 those for which we have petitioned.

21 HEARING OFFICER SMITH: So neither party is seeking to
22 include anything beyond the gate attendant/scale operators and
23 paper pickers at the Apex, Henderson and Cheyenne facilities;
24 is that correct?

25 MR. MYERS: That's correct. I think we're building the

1 record because the Hearing Officer may have duties outside of
2 what we, our positions. But as far as our positions go, we
3 don't think they should be included.

4 HEARING OFFICER SMITH: Okay.

5 And when we left off, you had just finished
6 cross-examination. I have some questions for you.

7 Is there any other preliminary issues?

8 MR. DITELBERG: Yes, there actually was.

9 I believe while we were off the record that the parties
10 had conferred and wanted to propose a stipulation regarding
11 Ms. Martinez, the employee in question at, the clerical
12 employee in question at the Laughlin facility. And based upon
13 evidence that already has been entered into the record in terms
14 of her regular access as part of her job duties to confidential
15 employee information, we would propose a stipulation that she
16 be considered and found to be a confidential employee.

17 HEARING OFFICER SMITH: And the Union's position on that?

18 MR. MYERS: We agree with that.

19 HEARING OFFICER SMITH: Okay. The stipulation is
20 received. And that's for Crystal Martinez?

21 MR. DITELBERG: Yes.

22 HEARING OFFICER SMITH: And as a clerical employee with
23 access, or a confidential employee, both parties are
24 stipulating that she should not be included as part of any unit
25 that's not appropriate?

1 MR. DITELBERG: That is correct. That's our position.

2 MR. MYERS: As part of any unit that it is appropriate?

3 HEARING OFFICER SMITH: Correct.

4 MR. MYERS: Yeah. We, that's our position, too.

5 HEARING OFFICER SMITH: Mr. Clinker, I'm going to cover
6 Apex facilities. How many total, what's the total number of
7 employees for Apex?

8 THE WITNESS: Just Apex not Laughlin or my whole business
9 unit?

10 HEARING OFFICER SMITH: Just Apex.

11 THE WITNESS: And Apex including all operations that are
12 on that, at the facility? Trucking?

13 HEARING OFFICER SMITH: At that facility, yes.

14 THE WITNESS: Seventy-nine.

15 HEARING OFFICER SMITH: And of those 79 employees, do you
16 know how many are represented by the Union?

17 THE WITNESS: Fifty --

18 HEARING OFFICER SMITH: And maybe it would be easier if --

19 THE WITNESS: Fifty-two.

20 HEARING OFFICER SMITH: Why don't we start with the --

21 THE WITNESS: Let's see if the total comes up.

22 HEARING OFFICER SMITH: -- non-represented employees.

23 THE WITNESS: Okay. So we have seven scale attendants. I
24 have -- this will be 28, I believe. Seven scale attendants --

25 HEARING OFFICER SMITH: And we also have the paper

1 pickers.

2 THE WITNESS: -- five litter paper pickers, one Dossier.

3 HEARING OFFICER SMITH: Dossier clerk?

4 THE WITNESS: Yes.

5 Two environmental technicians, hourly, and then the rest
6 of the employees are supervisors, managers, controllers,
7 environmental managers, salespeople.

8 HEARING OFFICER SMITH: Okay. And you said then about 52
9 employees that are represented by the Union.

10 THE WITNESS: Yeah, 56 total union employees and take the
11 four from Laughlin so that leaves 52. And I, I believe it's
12 right.

13 HEARING OFFICER SMITH: So there had been some testimony
14 earlier about a special waste executive. I believe that's just
15 one person; is that correct?

16 THE WITNESS: Yes.

17 HEARING OFFICER SMITH: And that person was mentioned in
18 reference to the Apex facility but you said is actually out of
19 the Sahara office?

20 THE WITNESS: He offices -- he's on my payroll. He's a --
21 prior job was environmental manager and sales executive. Being
22 that his work is very technical, you know, his background is
23 technical, he's a sales executive. He's a commissioned
24 employee.

25 HEARING OFFICER SMITH: And does he have any interaction?

1 I know you said he interfaces with customers, does sales
2 support.

3 THE WITNESS: Yes.

4 HEARING OFFICER SMITH: Any interaction with bargaining
5 unit employees?

6 THE WITNESS: Just very, very, very limited, the scale
7 house folks. Because part of that whole package of managing
8 special waste involves scale house, coordinating the
9 documentation. He initiates, deals with the customer, deals
10 with the technical aspects. And then, you know, on the
11 facility, the end part of that is the union operators have
12 their piece of that whole, you know, that whole function.

13 HEARING OFFICER SMITH: Okay. So what kind of
14 communication is it that he has with the scale operators, the
15 scale house?

16 THE WITNESS: He would communicate when packages of
17 documentation are completed, records, you know, the
18 recordkeeping function in the facility.

19 HEARING OFFICER SMITH: Any history of collective
20 bargaining for the special waste executive?

21 THE WITNESS: No, not at all.

22 HEARING OFFICER SMITH: And what kind of hours does he
23 work?

24 THE WITNESS: He works generally sales hours, you know,
25 7:30 to, you know, 4:30 or 5, five days a week. He may have to

1 go to some functions, you know, work booths for the company,
2 stuff like that.

3 HEARING OFFICER SMITH: And who is his supervisor?

4 THE WITNESS: His supervisor is Mike Riley. He works in
5 the Richmond office, area office.

6 HEARING OFFICER SMITH: Richmond, Virginia?

7 THE WITNESS: Richmond, California.

8 I'm sorry. There's one more person. We talked about the
9 purchasing specialist, Raenette Espinda, is an hourly employee,
10 bargaining unit that we discussed earlier, is that she does --
11 she's a purchasing specialist for the Marketplace.

12 HEARING OFFICER SMITH: Thank you.

13 And I know the chart shows the gate and scale, gate
14 operators, scale attendants work for Elaina Turner. Don't
15 know, do we have who the paper pickers report to?

16 THE WITNESS: They report to the Ops manager which is Paul
17 Yelinek. Paul also supervises the 11 or 12 heavy equipment
18 operators we have on day shift.

19 HEARING OFFICER SMITH: So the Dossier clerk, I believe
20 you said does purchasing, records the Vehicle Condition
21 Reports, does mechanics' work orders. This is just one
22 employee; is that right?

23 THE WITNESS: That's correct.

24 HEARING OFFICER SMITH: Is this a full-time or part-time?

25 THE WITNESS: Full-time job. Also does inventory. It's

1 part of his responsibility.

2 HEARING OFFICER SMITH: And does this person work in an
3 office?

4 THE WITNESS: Yes.

5 HEARING OFFICER SMITH: And general pay band of this
6 position?

7 THE WITNESS: Eighteen -- I want to say he's right at
8 18.50.

9 HEARING OFFICER SMITH: Hourly or salary?

10 THE WITNESS: Hourly.

11 HEARING OFFICER SMITH: And what's the working hours?

12 THE WITNESS: He generally works the 7 to 4.

13 HEARING OFFICER SMITH: Five days a week?

14 THE WITNESS: Five days a week. Yes, sir.

15 HEARING OFFICER SMITH: And he reports to Jesse Rodriguez?

16 THE WITNESS: That's correct.

17 HEARING OFFICER SMITH: And what kind of interactions does
18 the Dossier clerk have with the bargaining unit employees?

19 THE WITNESS: Continual. His office is actually in the
20 parts room.

21 HEARING OFFICER SMITH: For job-related communications.
22 What kind of job-related communications would the Dossier
23 clerk --

24 THE WITNESS: He interacts with the mechanics on a daily
25 basis.

1 HEARING OFFICER SMITH: For what purpose?

2 THE WITNESS: Purchasing. Going over their work orders.

3 HEARING OFFICER SMITH: And what's this individual's name,
4 the Dossier clerk?

5 THE WITNESS: Oscar Vasquez.

6 HEARING OFFICER SMITH: Any other communications with the
7 bargaining unit other than what you've already mentioned?

8 THE WITNESS: No.

9 HEARING OFFICER SMITH: And I believe you said for the
10 purchasing specialist, she helps coordinate purchasing and
11 anything that's not maintenance related, pays gas bills for the
12 facilities.

13 THE WITNESS: Correct.

14 HEARING OFFICER SMITH: Anything that I'm missing there?

15 THE WITNESS: No. No. That's her primary focus to carry
16 out company directives as far as, you know, purchasing vendors,
17 validating vendors, making sure they've got their Certificates
18 of Insurance or whatever the requirements are, W-9s, make sure
19 that they're legitimate, setup in the system. We only use
20 vendors that, you know, we got, actually, you know, setup for
21 purchase orders. She also reviews -- we use purchase cards.
22 She also, you know, reviews those, helps us manage the purchase
23 card system.

24 HEARING OFFICER SMITH: And what is purchase -- what's a
25 purchase card?

1 THE WITNESS: It's a credit card that an individual
2 employee has, so. You still write a purchase order for it but
3 it's an individual company, you know, credit card. So the
4 dynamics of paying quickly versus or issuing a PO and waiting
5 in the system and that, how we manage that --

6 HEARING OFFICER SMITH: Versus PO being a purchase order?

7 THE WITNESS: Exactly, purchase order.

8 HEARING OFFICER SMITH: Any history of collective
9 bargaining for the purchasing specialist?

10 THE WITNESS: Not at all.

11 HEARING OFFICER SMITH: And where does the purchasing
12 specialist work at?

13 THE WITNESS: She works in the administrative office, in
14 the controller's office.

15 HEARING OFFICER SMITH: And general rate of pay for the
16 purchasing specialist?

17 THE WITNESS: She is, I believe, in the \$20-an-hour range.

18 HEARING OFFICER SMITH: And working hours?

19 THE WITNESS: She works generally 6:30 till 3:30, 6:30 to
20 -- 7 to 4 or something in that area, five days a week.

21 HEARING OFFICER SMITH: Five days?

22 THE WITNESS: Yes, sir.

23 HEARING OFFICER SMITH: Monday through Friday?

24 THE WITNESS: Monday through Friday.

25 HEARING OFFICER SMITH: And I didn't ask you for the

1 Dossier clerk. You said five days. Is it Monday through
2 Friday, also?

3 THE WITNESS: That's correct.

4 HEARING OFFICER SMITH: And you said there are two
5 environmental technicians.

6 THE WITNESS: Yes, sir.

7 HEARING OFFICER SMITH: What are their responsibilities?

8 THE WITNESS: We have -- we extract the gas from the
9 landfill and we have to treat for certain, H₂S, hydrogen
10 sulfide. We have a plant that does that. It's a --

11 HEARING OFFICER SMITH: So you have to check for hydrogen
12 sulfide or you have to pull the hydrogen sulfide out?

13 THE WITNESS: We extract the gas from the landfill. We
14 have a plant that's biological that there's bugs that actually
15 digest the hydrogen sulfide and turn it into elemental sulfur.
16 It's like a fish tank on a big scale.

17 These two technicians manage the functions of the plant.
18 They're trained to read the controls, do maintenance, make
19 adjustments.

20 HEARING OFFICER SMITH: To -- when you say make
21 adjustments to the plant --

22 THE WITNESS: To the --

23 HEARING OFFICER SMITH: -- you're talking about to -- to
24 the portion of the facility that extracts the gas?

25 THE WITNESS: Yes. It's a building -- it's a building

1 all -- all -- a stand-alone building by itself.

2 HEARING OFFICER SMITH: Any history of collective
3 bargaining for the environmental technicians?

4 THE WITNESS: No.

5 HEARING OFFICER SMITH: And --

6 THE WITNESS: Their hours are -- they usually work --
7 their hours are -- are kind of five days a week, but more like,
8 you know, 4:00 in the afternoon until midnight. And then on
9 weekends -- they work five days a week and they kind of adjust
10 their schedules. We have a couple -- one day a week they --
11 they might both be there. But generally they are swing shift
12 employees five days a week. And then they're on -- they --
13 they could be on call.

14 HEARING OFFICER SMITH: And who's their supervisor?

15 THE WITNESS: Jon Fightmaster.

16 HEARING OFFICER SMITH: Can you spell that last name,
17 please?

18 THE WITNESS: F-I-G-H-T-M-A-S-T-E-R. And it's J-O-N.
19 He's listed here on the org chart.

20 HEARING OFFICER SMITH: Okay. And what -- any special
21 training for this group, the environmental technicians?

22 THE WITNESS: They do have their in training, they --
23 plant maintenance, plant operations is skills we look for to
24 start with. The mechanical aptitude.

25 HEARING OFFICER SMITH: And what kind of interaction do

1 they have with bargaining unit employees as part of their job?

2 THE WITNESS: Fairly limited.

3 HEARING OFFICER SMITH: To what? I mean what -- what kind
4 of communications would they have with the bargaining unit
5 for --

6 THE WITNESS: If --

7 HEARING OFFICER SMITH: -- their job?

8 THE WITNESS: If we -- if we need -- they -- they might
9 have some responsibilities out in the well field where they
10 would have to communicate with an operator to help them repair
11 a gas extraction well. We have a mechanic -- one of our
12 mechanics is -- is also a certified electrician. If we have an
13 electrical problem, they might communicate with the maintenance
14 department to, you know, repair their electrical problem or
15 look at it, troubleshoot it.

16 They -- they communicate with the -- all my skill
17 operators are trained -- the -- the system is run by two
18 computer systems, which have screens. All my scale attendants
19 are trained on a -- on a very low level to monitor the screens
20 and they -- and reset alarms. And they would come in contact
21 with the scale attendants to coach them or, you know, help them
22 with the -- if the scale attendant noticed that the PH is a
23 little high or something, they -- they might call and say, hey,
24 you know, the PH is up. You need to -- do we need to take a
25 look at it? Some are concerned about it. So that's one of

1 other responsibility that my scale house folks had been trained
2 on.

3 HEARING OFFICER SMITH: So in addition to the -- the
4 checking in the loads that the scale attendants do, they also
5 monitor an alarm arm system?

6 THE WITNESS: Yes. They monitor the computer system that
7 runs that -- the -- what we call the bioplant, B-I-O-P-L-A-N-T
8 or -- yeah.

9 HEARING OFFICER SMITH: And what's their pay rate
10 generally for --

11 THE WITNESS: Twenty -- \$20 an hour.

12 HEARING OFFICER SMITH: For the 52 employees represented
13 by the Union, I know we've looked at the Collective Bargaining
14 Agreement for some of the other classifications, but we really
15 haven't touched on the landfill employees. So I guess maybe we
16 start with --

17 THE WITNESS: Okay.

18 HEARING OFFICER SMITH: -- what -- what are the
19 classifications of represented employees and the number of each
20 at Apex?

21 THE WITNESS: In the shop -- shop and garage personnel, I
22 have -- well, I'm sorry. Let's -- landfill personnel. Okay.

23 HEARING OFFICER SMITH: Well, actually, for any of the
24 classifications that are listed --

25 THE WITNESS: Okay.

1 HEARING OFFICER SMITH: -- here that are on Apex.

2 THE WITNESS: I understand. I -- I have -- I have -- In
3 the shop and garage personnel, I have three mechanics that are
4 truck mechanics.

5 HEARING OFFICER SMITH: Okay.

6 THE WITNESS: And I have -- I have -- okay. Jumping down
7 to the landfill personnel under mechanics, heavy equipment, I
8 have seven heavy equipment mechanics.

9 HEARING OFFICER SMITH: Okay.

10 THE WITNESS: Then I have -- under heavy equipment
11 operators, I have 23 heavy equipment operators.

12 HEARING OFFICER SMITH: And is their -- their
13 responsibility is consistent with what the earlier testimony
14 had been as far as --

15 THE WITNESS: Yes, sir.

16 HEARING OFFICER SMITH: -- working on --

17 THE WITNESS: They run --

18 HEARING OFFICER SMITH: -- larger heavy equipment?

19 THE WITNESS: They run -- their responsibilities are to
20 run medium to large size bulldozers, trash compactors, medium
21 size excavators, medium size loaders and maybe just don't even
22 leave the medium in there, but, you know, it's relative -- in
23 our business, it's fairly -- it's the larger equipment. In the
24 mining business, it's not -- it's not near that size, so --
25 articulated dump trucks, water -- what we call water pulls or

1 water wagons.

2 And then our -- our utility 2s run -- I just want to make
3 this clarification. Our heavy equipment operators also run
4 backhoes and sweepers and -- and those types of things.
5 Those -- graders, those types of machines also, but the utility
6 2s also run what's classified as a smaller piece of equipment.
7 So a Bobcat, something -- you know, you might see --

8 HEARING OFFICER SMITH: Why don't we get to those when --
9 when you --

10 THE WITNESS: Okay.

11 HEARING OFFICER SMITH: -- get to them and --

12 THE WITNESS: Okay. We have one -- we have one utility 2
13 that's in the shop and garage personnel classification. He
14 also -- they're -- we also use him in the landfill show. So
15 there's not a big differentiation between that utility --
16 landfill utility 2 and just a regular utility 2. He does -- he
17 runs the small equipment. We -- we also pay him to run the --
18 the litter bag. If -- if we've got an instance where we need
19 some janitorial work, although that might be utility 1 work,
20 we -- we go ahead and have him do that. So he's -- he's
21 agreeable to that.

22 HEARING OFFICER SMITH: Okay. Who else do you have?

23 THE WITNESS: That should be -- oh, I'm sorry. I've
24 got -- if you jump up to sledge drivers, I have 15 sledge
25 drivers. They basically run a semi tractor and a dump trailer

1 and serve -- their basic responsibility is to serve for the
2 four treatment plants in town, hauling biosolids. And then
3 occasionally we -- we have some other small clients that we --
4 we provide that service to. But their basic function is the
5 treatment plants.

6 And I have four residential drivers. And their basic
7 function is to pick up residential, commercial waste in the
8 north -- north of the landfill in Moapa, Logandale and Overton.

9 HEARING OFFICER SMITH: Okay.

10 THE WITNESS: And I -- I believe -- oh, I have -- oh, I'm
11 sorry. I have one parts -- I have a parts -- parts person also
12 at the landfill. His -- his responsibility is to receive -- he
13 uses -- receive parts and materials and inventory them and put
14 them on the shelf. And then also fill orders for the
15 mechanics.

16 HEARING OFFICER SMITH: Okay. Now, as far as supervisors,
17 who supervises the three mechanics.

18 THE WITNESS: Jesse Rodriguez.

19 HEARING OFFICER SMITH: Who supervises the seven
20 mechanics?

21 THE WITNESS: Jesse Rodriguez.

22 HEARING OFFICER SMITH: The 23 heavy equipment operators?

23 THE WITNESS: We have potentially right now three -- three
24 people that would -- their main supervisor is Paul Yelinek.
25 He's the Ops manager. Y -- Y-E-L-I-N-E-K. And then Gary

1 Kinsey is an Ops supervisor. And Elaina Turner.

2 HEARING OFFICER SMITH: Who supervises utility 2?

3 THE WITNESS: Jesse Rodriguez.

4 HEARING OFFICER SMITH: The 15 sledge drivers?

5 THE WITNESS: Benny Canto, C-A-N-T-O.

6 HEARING OFFICER SMITH: The four residential drivers?

7 THE WITNESS: Benny Canto.

8 HEARING OFFICER SMITH: And the one parts person?

9 THE WITNESS: Jesse Rodriguez.

10 HEARING OFFICER SMITH: If we go back to Laughlin, the
11 four bargaining unit employees, you said there were two heavy
12 equipment operators, one mechanic and one utility 2. Who
13 supervises those?

14 THE WITNESS: Tori Loll that.

15 HEARING OFFICER SMITH: I have no further questions.
16 Anything on recross?

17 MR. DITELBERG: Could I just go off the record for a
18 moment to consult?

19 HEARING OFFICER SMITH: Yes.

20 (Off the record at 1:39 p.m.)

21 HEARING OFFICER SMITH: Go ahead.

22 MR. DITELBERG: We don't have any further questions.

23 THE WITNESS: Thank you.

24 HEARING OFFICER SMITH: Wait, wait. Just a second.

25 MR. DITELBERG: You're not excused.

1 THE WITNESS: Oh.

2 HEARING OFFICER SMITH: Anything on --

3 THE WITNESS: Oh, I'm sorry.

4 HEARING OFFICER SMITH: -- on recross?

5 MR. MYERS: No, nothing on -- oh, one moment.

6 No. That's it. Thank you. I'm good.

7 THE WITNESS: One more -- one more, Eric? You got any --

8 HEARING OFFICER SMITH: With that, the witness is excused.

9 THE WITNESS: Thank you very much.

10 MR. DITELBERG: Just one more. No. I'm just kidding.

11 I'm just kidding.

12 THE WITNESS: Thank you very much. I appreciate it.

13 MR. DITELBERG: Thank you, Mr. Clinker.

14 THE WITNESS: Thank you very much.

15 HEARING OFFICER SMITH: Would the Employer like to call
16 their next witness?

17 MR. DITELBERG: Yes. Calvin.

18 HEARING OFFICER SMITH: If I can have you remain standing
19 just a moment.

20 Raise your right hand.

21 Whereupon,

22 **CALVIN FRANCIS**

23 having been duly sworn, was called as a witness herein and was
24 examined and testified as follows:

25 HEARING OFFICER SMITH: Please have a seat.

1 And if I could have you state your name and spell your
2 name for the record, please.

3 THE WITNESS: Calvin Francis, C-A-L-V-I-N, F-R-A-N-C-I-S.

4 HEARING OFFICER SMITH: Okay. And before we continue, I
5 know we've had Mr. Clinker on and now Mr. Francis. Can we get
6 a stipulation that --

7 I'm assuming you're on general manager at --

8 THE WITNESS: Yes, sir.

9 HEARING OFFICER SMITH: -- at Henderson?

10 THE WITNESS: Yes, sir.

11 HEARING OFFICER SMITH: -- a stipulation that Mr. Francis
12 and Mr. Clinker are 211 supervisors based on their hiring,
13 firing and discipline?

14 MR. DITELBERG: We would propose such a stipulation.

15 MR. MYERS: Yes, we accept that.

16 HEARING OFFICER SMITH: The stipulation is received.

17 Thank you.

18 Please proceed.

19 MR. DITELBERG: Okay.

20 DIRECT EXAMINATION

21 Q BY MR. DITELBERG: Mr. Francis, what is your current
22 position?

23 A General manager at Henderson transfer station.

24 Q Okay. And how long have you been in that position?

25 A Twelve years.

1 Q Okay. And did you have any prior positions with a
2 Republic Services entity or any predecessor company?

3 A Yes. The last 27 years, May 1st, I've been with other
4 Republic Services or the company that they purchased, which was
5 then Silver State Disposal.

6 Q Okay. And could you describe generally your job duties
7 and responsibilities as general manager of Henderson?

8 A I'm responsible for the entire P and L, profit and loss
9 statement, the overall welfare of our employees, the franchise
10 agreement we have with the City of Henderson as well as a
11 portion of the county area that we cover and been providing
12 waste services for those areas as well as making sure we have
13 enough drivers, staffing, safety, everything.

14 Q Is Henderson its own business unit within Republic's
15 organization?

16 A Yes.

17 Q Okay. And could you describe generally the operations
18 that occur at Henderson?

19 A It's a waste disposal. We provide disposal
20 services -- waste disposal services for the City of Henderson
21 and about 60-something thousand homes in the county area. We
22 do residential trash pickup as well as commercial trash pickup
23 in those areas as well as we have a transfer station that -- in
24 which the public and other third party companies are allowed to
25 dump in as well.

1 Q Okay. And do the gate and scale operators that are within
2 the scope of the Union's petition, do they work in the transfer
3 station?

4 A Yes.

5 Q Okay. Do you have any paper pickers at your facility?

6 A No.

7 Q Okay. And, you know, could you describe your
8 responsibility for the economics or finances of the Henderson
9 business unit?

10 A I have a budget and my job is to adhere to those budget
11 guidelines month in and month out and try to all have my team
12 in a position where we are hitting our goals.

13 Q What role do you play in developing the budget?

14 A We have a budget process that we go through yearly on
15 which we propose a budget to our area team and they give us
16 recommendations, changes they would like for us to make,
17 whatever the case may be, and -- and then they accept that and
18 roll it up to their bosses thereafter.

19 Q Okay. You know, with -- with respect to the transfer
20 station, and I guess actually with respect to the Henderson
21 facility generally, you know, to the extent that you know,
22 could you describe the differences between Henderson and the
23 Cheyenne facility, if any?

24 A How we operate inside the facility, it's a little
25 different. We dump all on the transfer station that has a flat

1 floor. They have a ramp in which they drive up top and -- and
2 dump into a hole. We don't -- the trucks that we dump our
3 trash into drive under, it's underground, and the ground level
4 is flat and we push into it. So we don't compact the trash, we
5 don't drive over the top of it and smash it down. We just push
6 it into the hole and then use an excavator to try to tap it
7 down, make sure we don't have debris flying out of -- out of --
8 out of the third-party trucks.

9 That's probably the -- the biggest difference. We both
10 have our -- our public -- my public dumps on -- in my pit, I
11 have a 54,000 -- 57,000 square foot pit area that we dump our
12 trash in. One side's commercial, one side's for the public.
13 They're separated based on our -- our permitting. And -- and
14 my public side is managed by spotters, gate -- gate and scale
15 attendants.

16 Q Okay. Are -- are those the same positions?

17 A Yes.

18 Q Okay.

19 A Yes. Those are interchangeable.

20 Q Okay. What's the size of your facility in relation to
21 Cheyenne?

22 A We're 12 acres and we just purchased another four next
23 door to us. So about 16 acres total.

24 Q Uh-huh.

25 A I don't want to talk about how big Cheyenne's is. It's

1 been spoken on enough.

2 Q Okay. You know, could you describe any differences
3 between your Henderson facility and the Apex facility, to the
4 extent of your knowledge?

5 A Apex -- our -- our gate people at our facility, we don't
6 weigh customers in or out. We don't have an automated system
7 in which we have customers sit on that will automatically give
8 you their weight. It's -- it's yard based. So our -- our
9 scale attendants will -- will do that function for us. It's a
10 little different than -- than what the -- I believe what Mark's
11 people do.

12 Q Okay. If -- if you know, is there any difference in
13 permitting that you have in relation -- you know, as opposed to
14 Cheyenne or Apex?

15 A I think the types of permits may be similar. What we have
16 to do within those permits is a little -- is a little different
17 for -- for each facility. But I have to have storm water
18 permits and, you know, things of that nature. I'm sure they
19 have something similar to that.

20 Q Okay. Do you have a dedicated human resources person?

21 A Yes.

22 Q And who is that?

23 A Iris Jackson.

24 Q Is she located at your facility?

25 A Yes.

1 Q Okay. And could you describe generally what her duties
2 are?

3 A She is responsible for providing human resource needs to
4 all of the 228-odd personnel that are there, they take in their
5 vacation requests, FMLA issues. She's sits in on various
6 meetings to make sure that if anyone has any type of HR
7 questions when we have staff meetings or whatnot, that the
8 employees always know that our door is open and they can come
9 and -- and share whatever confidential information they need to
10 as it pertains to HR.

11 Q Okay. What authority and responsibility do you have for
12 hiring at the Henderson business unit?

13 A I have all the authority and responsibility for hiring at
14 my BU.

15 Q Okay. And how about with respect to firing employees,
16 what is your authority and responsibility?

17 A The same.

18 Q Okay. And how about disciplining employees?

19 A The same.

20 Q And do you have any authority or responsibility in those
21 regards with respect to any Cheyenne or Apex employees?

22 A No, sir.

23 Q Have you ever hired, fired or disciplined a Cheyenne or
24 Apex employee?

25 A No, sir.

1 Q Okay. With respect to the -- who -- who are the
2 day-to-day supervisor or supervisors of the gate and scale
3 operators at your facility?

4 A Andrew Enk. It's E-N-K but it's pronounced Enk. It's
5 German. He reminds me of that often. That's why I had to
6 clarify that. He is the facility manager and responsible for
7 the -- the gate attendants.

8 Q Okay. And who does he directly report to?

9 A Me.

10 Q Okay. Does he have any supervisory authority with respect
11 to any Cheyenne or Apex employees?

12 A No, sir.

13 Q Okay. And who provides the day-to-day work assignments to
14 the gate and scale operators?

15 A That would be Andrew.

16 Q Okay. Does he provide any day-to-day work assignments to
17 any Cheyenne or Apex employees?

18 A No, sir.

19 Q Okay. What authority do you have with respect to giving
20 wage increases?

21 A That is my -- in my purview. Based on recommendations
22 from my direct reports, the supervisors, the individuals that
23 they manage is how I go into deciding who is going to get what
24 percentage increase.

25 Q Okay. Do you have discretion in that regard?

1 A Yes. Yes, I have discretion.

2 Q Do you have any involvement in deciding on wage increases
3 for Apex or Cheyenne employees?

4 A No, sir.

5 Q Okay. Now, with respect to your gate and scale operators,
6 could you describe generally what their job duties are?

7 A They are to -- as a -- take public customers coming in,
8 measure their loads. If it's a free load, if it's a paying
9 customer, process them. From that aspect, make sure that the
10 load is -- is safe and something that should be dumped. And
11 then the -- they'll -- another -- the spotters will then, as
12 they -- per they exit -- enter the pit anyway, the spotters
13 will check and make sure that the person, what they had on the
14 load is -- is what was -- what's on the paperwork and then let
15 them know what location of the -- the pit to -- to dump their
16 load in or to -- to off-load their load in.

17 Q Okay. Do -- do your gate and scale operators have any
18 particular work rules or protocols that they have to follow
19 that other employees at your facility do not?

20 A Well, they are the only ones dealing with the public.
21 From that -- from that standpoint, no other employees are
22 taking customers in the front gate and -- and parking them.
23 So, yes, they do have different roles than other individuals at
24 the facility.

25 Q Okay. And, you know, at various points during the hearing

1 we've referred sometimes to employees as either inside or
2 outside employees. Are your gate and scale operators inside or
3 outside employees?

4 A Outside.

5 Q They perform all or most of their job duties outside?

6 A Just about 100 percent of it outside, yes.

7 Q Okay. And do they receive any training that is specific
8 to them?

9 A Yes. Again, they -- they have to know the franchise
10 agreements, they have to have some trucks training in order to
11 put the information about, because we capture customers'
12 information for repeat customers as -- as Jim spoke about from
13 Cheyenne earlier. So they have to be trained on that. FC --
14 CFCs, parking the proper -- the different -- based on types of
15 vehicles, how they should park those vehicles close to each
16 other. You know, some with trailers, you have to park them --
17 give them more room than others. Things of that.

18 Q Okay. And if they were to violate any of those rules or
19 protocols, could they be subject to discipline?

20 A Yes.

21 Q Okay. And in receiving their training, or really any
22 training that they receive, do they do so jointly with any
23 Cheyenne or Apex employees?

24 A No, sir.

25 Q Okay. Do they have either daily or weekly meetings of any

1 type?

2 A Probably twice a month they have meetings.

3 Q Okay. And can you describe generally what's discussed in
4 those meetings?

5 A The safety meetings, monthly safety meetings they have
6 with the -- with the facility manager covering various safety
7 issues.

8 Q Where are those meetings held?

9 A Usually in the safety manager's office.

10 Q Okay. Do any Cheyenne or Apex employees participate in
11 those meetings?

12 A No, sir.

13 Q Okay. You know, with respect to the gate and scale
14 operators, do they ever split their workday at Apex or
15 Cheyenne?

16 A No, sir.

17 Q Do they ever split their workweek at Apex or Cheyenne?

18 A No.

19 Q Have -- do -- do you ever call upon Apex or Cheyenne
20 employees for relief for those employees if they're absent or
21 on vacation?

22 A No.

23 Q Do they ever serve as relief for Apex or Cheyenne
24 employees?

25 A No.

1 Q Have any of those employees ever transferred on any
2 particular basis to either Cheyenne -- Cheyenne or Apex?

3 A No.

4 Q Okay. Is -- is there a schedule for Henderson employees?

5 A Yes.

6 Q Okay. And a schedule for the gate and scale operators?

7 A Yes.

8 Q Is it a schedule that's specific to them or --

9 A Yes.

10 Q Okay. And are any Apex or Cheyenne employees on that
11 schedule?

12 A No.

13 Q Who decides whether employees are needed for overtime?

14 A That would be my facility manager.

15 Q Okay. It's Mr. Enk?

16 A Yes, Mr. --

17 Q Okay.

18 A -- Enk.

19 Q Okay. And does he also decide who among the employees
20 will get overtime?

21 A Yes, sir.

22 Q Okay. Are Cheyenne or Apex employees ever factored into
23 the consideration regarding whether overtime is needed?

24 A No, sir.

25 Q Okay. Are -- are the -- are your gate and scale

1 operators -- do -- you know, do they have their own vacation
2 list or, you know, vacation selection list?

3 A Yes.

4 Q Are any Cheyenne or Apex employees on that list?

5 A No, sir.

6 Q Okay. Who determines when your gate and scale operators
7 can take work breaks?

8 A That would be based on their schedule. It should be built
9 into their schedule when they take a break. Sometimes
10 something happens at the facility, the business bill dictate
11 that. It gets moved earlier or later. But that will be a job
12 for the facility manager, Andrew Enk.

13 Q Okay. And would that be the same with respect to lunch
14 times?

15 A Yes.

16 Q And does Mr. Enk have any authority to give breaks or
17 authority lunch to Cheyenne or Apex employees?

18 A No, sir.

19 Q Okay. During their -- the -- their day-to-day performing
20 of job duties, do the Henderson gate and scale operators have
21 any contact with any gate and scale operators or paper pickers
22 at Cheyenne or Apex?

23 A No, sir.

24 Q Okay. Could you describe the facilities that you have
25 at -- at Henderson, you know, in terms of, you know, buildings

1 and also lunchrooms, break rooms, if any?

2 A We have two main buildings. The office building. It's
3 connected to the maintenance building. That's the
4 560 Cape Horn address. And then the 540 Cape Horn address is
5 the actual pit area where we -- where we dump the trash at.
6 Those are the -- the two buildings. The office building has
7 the employees' break room in it as well as all of the staff
8 offices. And then the back side of that building or north --
9 north side of that building encompasses the shop area --

10 Q Uh-huh.

11 A -- parts room and a four-bay shop.

12 Q Okay. What are the hours of operation of your facility?

13 A As far as the transfer, it's 7:00 to 5:00. As far as
14 the -- the gate -- the gate area, it's 7:00 to 5:00.

15 Q 7:00 a.m. to 5:00 p.m.?

16 A Yes.

17 Q Okay. So that operation is not a 24/7 operation?

18 A No, sir.

19 Q Okay.

20 MR. DITELBERG: I just want to ask the court reporter.
21 What exhibit am I up to, if I can ask?

22 THE COURT REPORTER: 18.

23 MR. DITELBERG: 18. Thank you.

24 **(Employer Exhibit Number 18 Marked for Identification)**

25 Q BY MR. DITELBERG: I would like to show you an exhibit

1 that I've marked for identification as Employer 18.

2 Could you identify this exhibit?

3 A It's a -- an employee list of showing the -- their days
4 off and their pay as well as their hire dates.

5 Q Okay. So in the column that's entitled, "schedule," to
6 your knowledge, does it accurately reflect the usual days and
7 hours of work of the employees listed?

8 A Yes.

9 Q Okay. And, to your knowledge, is this list of the five
10 gate attendant and scale operators at your facility?

11 A Yes.

12 Q Okay. And with respect to rate of pay, to your knowledge,
13 does the column that says, "Rate of Pay," accurately reflect
14 their current hourly rate?

15 A Yes.

16 Q Okay. And could you describe the basis for any
17 differences in the hourly rate of pay of these employees?

18 A Yes. Jasmine White, her pay -- she was a dispatcher up
19 until last year, early -- late -- late 2016, early 2017, and
20 she -- I think she said 15, 16 years. And that was her pay
21 while she was a dispatcher. And it --

22 Q And -- and I'm sorry --

23 A -- just transferred over.

24 Q -- just to clarify --

25 A I'm sorry.

1 Q -- was she a dispatcher at Henderson?

2 A Yes, she was a dispatcher --

3 Q Okay.

4 A -- dispatcher at Henderson.

5 Q Okay.

6 A Dispatcher at Henderson. And she transferred to --

7 to a -- when we had an opening, she applied and -- and got --
8 got the gate attendant position.

9 Q Okay. Do any merit determinations comprise part of rate
10 of pay that's listed on this exhibit?

11 A I'm sorry. Would you --

12 Q You know --

13 A -- repeat --

14 Q -- in other words, you know, is -- the fact that some of
15 the employees are receiving different pay rates, you know, due
16 and base to determinations that --

17 A Yes.

18 Q -- you made regarding their performance?

19 A Yes.

20 Q Okay. And just, you know, a small point. Is there a
21 reason that Ms. White, her -- that her shift begins at 8:30
22 a.m. instead of 6:30 a.m. like the others, or is that a typo?
23 I wasn't sure.

24 A No, no. She works -- she's the only one on a --

25 Q Okay.

1 A -- a five-day-a-week shift. Everyone else is on four
2 tens. She's on five eights --

3 Q Okay.

4 A -- or, well, five nines. She has an hour lunch break
5 built in.

6 Q Okay. So the other employees work four ten-hour shifts --

7 A Yes.

8 Q -- as their regular shifts?

9 A Yes.

10 Q Okay. Let's see here. Do your gate attendant and scale
11 operators have any right to cross-bump employees at other
12 facilities?

13 A No.

14 Q Do they -- do they cross-train on any of the other
15 facilities' jobs?

16 A No.

17 Q Do they have any transfer rights to any of the other
18 facilities?

19 A No.

20 Q Okay.

21 MR. DITELBERG: And, first of all, before I forget, let me
22 move admission of Employer 18.

23 HEARING OFFICER SMITH: Any objection?

24 MR. MYERS: No objection.

25 HEARING OFFICER SMITH: Employer 18's received.

1 **(Employer Exhibit Number 18 Received into Evidence)**

2 MR. DITELBERG: Okay.

3 **(Employer Exhibit Number 19 Marked for Identification)**

4 Q BY MR. DITELBERG: I'm going to show you an exhibit that
5 I've marked for identification as Employer 19.

6 Could you identify this exhibit?

7 A It's an org chart, organization chart, denoting myself, my
8 five direct reports and the supervisors and employees that
9 report to them.

10 Q Okay. So I note over to the right are the gate and scale
11 operators. And I believe you already testified that their
12 direct supervisor is Mr. Enk?

13 A Yes.

14 Q And this chart reflects that. Now, I gather that he also
15 is the direct supervisor for five employees who are listed here
16 as operations laborer?

17 A Yes.

18 Q Could you describe who those are?

19 A Our utility 1 and utility 2 people.

20 Q Okay. So those are employees who are in the Local 631
21 bargaining unit?

22 A Yes.

23 Q Okay. And you've also got Ms. Jackson, your HR manager,
24 on the chart --

25 A Yes.

1 Q -- correct? Okay. And since -- we've been developing
2 this evidence with the other facilities. You know, if you
3 would, you know, why don't you kind of go through this chart
4 and describe who is depicted, and if you could give a general
5 description of their job duties and work hours, to the extent
6 that you know them.

7 A Okay. Well, first off, under Mr. Enk, there are four load
8 operators that should be in many number as well.

9 Q Okay.

10 A So there's -- there's five operation laborers, which are
11 the utility 1 and utility 2 employees, which three are utility
12 2 and two are utility 1 in the contract. And then there should
13 be four --

14 HEARING OFFICER SMITH: Three utility 2 and --

15 THE WITNESS: Three -- yes. Three utility 2 and two
16 utility 1.

17 And then there should be four loader operators under
18 Mr. Enk as well.

19 HEARING OFFICER SMITH: Loader operators?

20 THE WITNESS: Operators. Yes. They -- they push the --
21 the dozer in -- they operate the dozers in the bit.

22 Is there a particular size you'd like me to start to work
23 from or did you want to go through the --

24 HEARING OFFICER SMITH: Actually, counsel's --

25 THE WITNESS: Oh.

1 HEARING OFFICER SMITH: -- going to do that.

2 Q BY MR. DITELBERG: Sure. Why don't you start over at the
3 left I guess with Mr. Lopez and sort of work down, you know,
4 from his --

5 A Okay.

6 Q -- line of authority.

7 A Mr. Lopez is the operation manager for the hauling
8 company. He's in charge of all -- of all of the routes, the 75
9 routes a day that work in the Henderson and -- and county area.
10 PS-8 operation supervisors that manage those -- those 75
11 routes, one does basically just routing. One Ops clerk that
12 does various reports and monitors different stats and -- and
13 things that -- for both the commercial and residential line of
14 business. Then -- and he has a -- the office manager is also
15 directly under him, Sabrina Verquer. She is responsible for
16 managing the -- the four dispatchers and the -- the Ops clerk
17 that weighs trucks for us -- weighs our company trucks for
18 as -- as they cross the scale.

19 Did you want the names of all of those individuals as I'm
20 going down?

21 Q Sure.

22 A Okay. The eight operation supervisors are Barry Bowler --

23 HEARING OFFICER SMITH: Can you spell those as you go
24 through them?

25 THE WITNESS: B-O-W-L-E-R. Raul Chavez, C-H-A-V-E-Z;

1 Sevante, S-V-A-N-T-E (sic); Singleton, S-I-N-G-L-E-T-O-N;
2 Dexter Price, D-E-X-T-E-R, P-R-I-C-E; Andre, A-N-D-R-E,
3 Campbell, C-A-M-P-B-E-L-L; John Bodgan, B-O-D-G-A-N; Benjamin
4 Lee; and Dale Weiford, W-E-I-F-O-R-D.

5 Did I get it all right there, sir?

6 HEARING OFFICER SMITH: I believe you got -- if you've
7 answered for --

8 THE WITNESS: Okay.

9 HEARING OFFICER SMITH: -- all of the operation
10 supervisors.

11 THE WITNESS: Operation clerk is Melissa Teitz, T-E-I-T-Z.
12 I spoke of Sabrina Verquer. The -- the dispatchers are Mieko,
13 M-I-E-K-O. Banks is her last name. Briand, B-R-I-A-N-D --
14 Peterson; Brianca, B-R-I-A-N-C-A, Jackson; and Verlaine,
15 V-E-R-L-A-I-N-E, Campbell, C-A-M-P-B-E-L-L. And the operation
16 clerk that works under Sabrina Verquer, name is Stuart,
17 S-T-U-A-R-T, Schoolman, just like it sounds.

18 HEARING OFFICER SMITH: You said that was the Ops clerk
19 under --

20 THE WITNESS: Under the -- the -- under Sabrina Verquer.

21 HEARING OFFICER SMITH: Under Sabrina?

22 THE WITNESS: Under Sabrina Verquer, yes.

23 Q BY MR. DITELBERG: Now, I don't know if I heard you
24 correctly. I thought you perhaps said that some of these
25 employees perform some weight or scale-type duties?

1 A Stu Schoolman is the -- the -- he just weights trucks for
2 us.

3 Q Okay.

4 A And what I mean by that is our -- our trucks, we weigh
5 them on a scale when they come in. There's a reader out front.
6 Same four things that Jim has four people doing I only have
7 one.

8 Q Okay. And what are the differences in his job duties and
9 the gate/scale operators?

10 A That's -- that's -- that's 90 percent of what he does.

11 Q All right. And is he, you know, in -- in sort of the
12 terminology we've been using, an inside or an outside employee?

13 A He's an inside employee.

14 Q Okay.

15 A I have -- under Merrill Hill there are some names missing,
16 and I'll -- I'll clarify that. He has a shop supervisor, Alex
17 Morales, M-O-R-A-L-E-S; and then there is a purchasing clerk
18 that basically takes orders from the -- the -- any -- any parts
19 that need to be ordered, any parts that need to be received in
20 the shop just for the shop area, that -- that's what he does.
21 And I have a Dossier clerk. Those two should be under Merrill
22 Hill as well.

23 I'm going to jump to the gate attendants under Mr. Enk.

24 We have the names here already but I need to go through those.

25 Q Sure. And that's the same as the gate/scale operators

1 on --

2 A Yeah. Gate -- gate/scale operators. Which Brett --

3 HEARING OFFICER SMITH: I wouldn't think it would be
4 necessary --

5 THE WITNESS: Okay.

6 HEARING OFFICER SMITH: -- to go through the names if
7 we've already got them in Employer 18.

8 THE WITNESS: Okay. The operation laborers, my utility 1
9 and utility 2 people, we have Miguel Rivera, R-I-V-E-R-A;
10 Richard Delcid, D-E-L-C-I-D; Fred Gillanta, G-I-L-L-A-N-T-A;
11 Mustafa Cruz-Barnes, B-A-R-N-E-S, affectionately known as
12 Moose. I'm missing one. Tammy -- how could I miss Tammy?

13 But don't tell, Tom.

14 Strause, S-T-R-A-U-S-E.

15 Q BY MR. DITELBERG: Are there any other employees, either
16 Union represented or unrepresented, at the Henderson facility
17 that are not depicted on this chart that you haven't already
18 described?

19 A No, other than the Union drivers and mechanics. All of
20 those, you know, of the hundred -- 200-and-some-odd people
21 aren't on here, but --

22 Q Okay.

23 A -- name-wise.

24 Q And who are their supervisors and managers? Are they on
25 this chart?

1 A Well, Merrill Hill manages all of the -- the technicians
2 in the shop. Sergio Lopez manages all of the -- he's
3 responsible for all of the drivers in the facility. Those are
4 the only groups that are -- that are missing.

5 Q Okay.

6 HEARING OFFICER SMITH: And who was it that you said
7 supervises the drivers?

8 THE WITNESS: Sergio Lopez, Operation Manager.

9 Q BY MR. DITELBERG: You know, are there any types -- are
10 there any differences in the types of waste that you process at
11 your facility in contrast to Cheyenne either in terms of
12 geographic source or type of, you know, waste or, you know,
13 types of businesses that are serviced?

14 A No. We only operate residential and commercial front
15 load. Cheyenne also does roll-off and they have a medical
16 waste department as well. And we don't -- we don't handle
17 that.

18 Q Okay. So they have roll-off and medical waste --

19 A Yes.

20 Q -- and you don't?

21 A And we don't.

22 Q You know, is there any difference in geographic footprint
23 at all?

24 A We manage all of the City of Henderson and about
25 60-some-odd thousand homes in the -- in the county area. We

1 share that part, the county.

2 Q Okay.

3 MR. DITELBERG: Could we go off the record briefly? I may
4 be done or close to done. I just wanted to consult.

5 HEARING OFFICER SMITH: (No audible response)

6 MR. DITELBERG: Thank you.

7 HEARING OFFICER SMITH: Off the record.

8 (Off the record at 2:18 p.m.)

9 MR. DITELBERG: Are we back on?

10 HEARING OFFICER SMITH: Yes.

11 MR. DITELBERG: Okay. I move admission of Employer 19.

12 HEARING OFFICER SMITH: Any objection?

13 MR. MYERS: No.

14 HEARING OFFICER SMITH: Employer 19's received.

15 **(Employer Exhibit Number 19 Received into Evidence)**

16 MR. DITELBERG: Okay. And I don't have any further
17 questions.

18 HEARING OFFICER SMITH: Cross-examination?

19 MR. MYERS: Before we start, could we take a five-minute
20 recess or is it too early? I know you want to push on.

21 HEARING OFFICER SMITH: I'd like to push on, if we can.

22 MR. MYERS: Okay. Let's keep going.

23 **CROSS-EXAMINATION**

24 Q BY MR. MYERS: Good afternoon, Mr. Francis.

25 A Good afternoon, sir.

1 Q I hear your testimony that you have the ultimate decision
2 with respect to hiring and firing employees at the Henderson
3 facility. But let me ask, do you consult with any person or
4 group of people when you make hiring or firing decisions?

5 A Yes.

6 Q Who is that group?

7 A From a hiring standpoint, it -- it -- usually my --
8 I'll -- excuse me. My operation manager, HR manager,
9 they'll -- they'll be a part of the hiring process or the
10 supervisors before the person make it to -- to my level. And
11 then once the person make it to my level, I'll say yea or nay
12 on whether or not they'll -- they'll go any further. Hopefully
13 there will be, you know, several good candidates. And in some
14 cases, it depends on what we're hiring for. Someone from the
15 area office may want to get -- that involved in the process as
16 well, depending on the type of position I'm hiring for.

17 Q What -- what kind of position would require the
18 involvement or might --

19 A Supervisor.

20 Q A supervisor?

21 A Supervisor.

22 Q Any other position?

23 A Probably if it's my direct reports. If I'm hiring an
24 operation manager, an HR person, those -- those types of
25 positions, a maintenance manager and maybe someone from the

1 area office may want to be involved in that, who we pick
2 eventually.

3 And from a -- a -- from a termination point, it's usually
4 a team, my team, whoever's doing the -- conducting the fact
5 findings that are involved in the first step and second step
6 will also have a -- a voice in -- in the decision that I make.
7 But ultimately it falls on me and I'll reach out to other GMs
8 to make sure I'm being consistent with -- with other -- with
9 our practices.

10 Q What other GMs would you reach out to?

11 A It could be Mark, it could be Jim, it could be Len.

12 Q Mark Clinker?

13 A Clinker, yes.

14 Q Jim Rankin?

15 A Yes.

16 Q And Len --

17 A Christopher.

18 Q That's the recycle GM?

19 A Yes.

20 Q The -- do you reach out to anybody in human resources?

21 A Human resources is usually involved along the way.

22 They're -- they're a part of the process as well. Iris would
23 be a part of that process. And depending on if it gets to
24 third step or not, Sue Hunsberger may be a part of that process
25 as well.

1 Q Iris Jackson being the facility --

2 A HR --

3 Q -- HR manager?

4 A -- manager. Yes, sir.

5 Q And Sue Hunsberger being -- in what capacity is she -- is
6 she getting involved?

7 A Just a third -- just another ear I guess you can say.

8 Q Okay. Another ear. And let me -- let me restrict it
9 to -- well, so is there a difference between union and
10 nonunion employees in terms of whether you get Sue Hunsberger
11 involved?

12 A Not necessarily.

13 Q Okay. Now, I understand sue Hunsberger is the HR
14 representative for Apex and perhaps an additional facility.
15 Maybe the -- maybe you can tell me. Or she can tell me, I'm
16 sure. But Apex -- what other facility is she HR representative
17 for?

18 A To my --

19 Q Recycle --

20 A -- knowledge, it's Apex -- I think she's just with the
21 recycle center and Sahara office.

22 Q Okay. Sahara, Apex and recycle?

23 A Yes.

24 Q But does she have any sort of direct -- is she a direct
25 supervisor for Ms. Jackson --

1 A No.

2 Q -- in some sense?

3 A No, she's not.

4 Q Okay. So you just -- because she's a trusted adviser, is
5 that why you -- you would consult with her?

6 A Yes.

7 Q In the past, do you remember consulting with Mr. Dickey --

8 A Yes.

9 Q -- over discharge decisions? Who was Mr. Dickey?

10 A He used to be our area HR manager.

11 Q Where was he based out of?

12 A He was based out of Las Vegas, Nevada.

13 Q The -- the Sahara office?

14 A Yes, sir.

15 Q And I keep calling him Mr. Dickey because I keep
16 forgetting his first name. Do you remember --

17 A Mike.

18 Q Mike. And would you -- well, what kind of input would you
19 seek from Mr. Dickey?

20 A Well, Mr. Dickey would come in during the third step, hear
21 the case --

22 MR. DITELBERG: I'm just going to interpose an objection.
23 I think there's been testimony that Mr. Dickey, you know, has
24 not been the -- you know, the area HR manager for some time.
25 And when he was, it was a different area. I'm just wondering

1 in terms of the present relevance, you know, with respect to
2 anything that was --

3 HEARING OFFICER SMITH: What would be --

4 MR. DITELBERG: -- historical --

5 HEARING OFFICER SMITH: -- the relevance as far as
6 questions about Mr. Dickey?

7 MR. MYERS: Well, I -- I'm going to take it that the --
8 that the -- there's been some reorganization and I'm trying to
9 see what I -- I guess in terms of present relevance, you know,
10 to what extent the witness continues to -- well, what kind of
11 advice did he get from Mr. Dickey and then what -- does he
12 continue to seek that kind of device -- advice.

13 HEARING OFFICER SMITH: Well, if Mr. Dickey's not been in
14 the position for some time, I don't --

15 MR. MYERS: All right. I'll move on. That's fine.

16 Q BY MR. MYERS: What kind of advice do you seek from
17 Ms. Hunsberger?

18 A Just another set of eyes. She knows of our history. She
19 has a -- a good working relationship, at least that's what Tom
20 tells me as far as her -- their relationship with the Union is
21 concerned. So other than that, just she helps make sure we --
22 you know, our Is are dotted and our Ts are crossed.

23 Javon's saying no, but --

24 UNIDENTIFIED SPEAKER: You liar.

25 THE WITNESS: -- that's not the case.

1 HEARING OFFICER SMITH: And no comments from -- other than
2 the witness.

3 THE WITNESS: I apologize, sir.

4 Q BY MR. MYERS: The --

5 MR. MYERS: That's right.

6 Q BY MR. MYERS: The -- do you consult with anybody in the
7 area today? I guess there's an area human resource adviser.

8 A Yes. I'll let someone know if I've made a determination
9 that an employee should be terminated. I do have to let
10 someone in the area office know that that's -- that's -- that
11 that's the determination that I've made.

12 Q Well, do you consult with anybody, seek counsel or advice
13 from anybody at that level?

14 A Other than letting them know that that's the
15 determination, quite naturally they'll have questions to --
16 and, you know, give us their viewpoints as to whether or not
17 they think that's the right determination or not. But
18 ultimately, I have the final say so.

19 Q Okay. So it sounds like they'll give them what you've --
20 what you're thinking and they'll give you viewpoints back?

21 A Yes, sir.

22 Q Did you take those into consideration or -- or have you
23 already made up your mind?

24 A Yes, I take them into consideration.

25 Q And who is that individual who's counsel you'd take into

1 consideration?

2 A Mark Prochaska.

3 Q Okay. Is that for every discharge decision?

4 A Yes, sir.

5 Q Has Mr. -- maybe in a case where you weren't certain or
6 you were making up your mind, has Mr. Prochaska ever told you,
7 "You should do this," or, "You should do that," I mean, that
8 is, "You should fire him," or, "You should not fire him?"

9 A He has given me his opinion or asked questions to make
10 sure that -- how we got to that point. And his opinion was
11 accurate. Yes, he has.

12 Q And did that -- his opinion ever differ from yours in
13 terms of what should be done?

14 A It hasn't so far.

15 Q It has not?

16 A No.

17 Q Okay. Has there ever been a case where you really weren't
18 sure what to do when you called him and he gave your opinion --
19 his opinion and that became what happened?

20 A No.

21 Q And does Ms. Hunsberger also, to your knowledge, consult
22 with Mr. Prochaska in these decision making contexts?

23 A I don't know.

24 Q I assume you have a pile of documents in front of you.

25 Now, I'll move on. Do you have any facility specific work

1 rules that are published and distributed to employees?

2 A Yes, I don't know if they're necessarily facility
3 specific, but I would say yes.

4 Q Well, I want -- by facility specific, I mean rules that
5 have been developed at the Henderson facility and independent
6 of whatever's been developed elsewhere. That is independent of
7 the handbook of independent of the safe book. But rules that
8 apply to non-union people that you've developed and to your
9 knowledge aren't in place anywhere else?

10 A No, I don't believe so.

11 Q Now, the rules that you do apply to non-union employees,
12 are they set forth in Employer Exhibit 4, the handbook?

13 A Some. Yes.

14 Q Are others set forward in Employer Exhibit 5, the safe
15 book?

16 A Safe book, I believe it covers mostly union employees.

17 Q Okay.

18 A It was given out to all, but there are rules in there for
19 everyone, yes.

20 Q Is that by nature of the -- because it's -- well, I don't
21 know. All right. I'll take that. But are there rules,
22 disciplinary rules besides those that are set out here that you
23 would consider applicable to non-union people?

24 A Yes.

25 Q What are those?

1 A They have attendance policies that's different from
2 non-union from union employees.

3 Q Is that the last -- we -- in Employer Exhibit 7, we had
4 something called the Las Vegas area attendance policy. Is that
5 the attendance policy you're referring to?

6 A Yes.

7 Q Was that developed -- did you have input in the
8 development of that policy?

9 A To some degree, yes.

10 Q Who was the team I guess who developed this policy?

11 A Myself, the general managers, HR.

12 Q And this being the general managers of the facilities in
13 the Las Vegas area?

14 A Yes.

15 Q You have any knowledge why you chose or why this was
16 developed in the Las Vegas area level not -- why you -- your
17 plant in Henderson didn't just come up with your own attendance
18 policy?

19 A No.

20 Q That wasn't really your decision?

21 A No.

22 HEARING OFFICER SMITH: I'm just going to jump in just
23 real quick. I know you've referenced Employer 4 and 5. We did
24 not have enough copies to go around. Do you have any
25 additional copies of 4 and 5?

1 MR. DITELBERG: I think we're short maybe two copies. Is
2 that --

3 HEARING OFFICER SMITH: I know I don't have one. I don't
4 know who else is short one.

5 MR. DITELBERG: I think it was just you and the court
6 reporter.

7 HEARING OFFICER SMITH: Thank you.

8 MR. MYERS: Are we ready, Hearing Officer?

9 HEARING OFFICER SMITH: Yes.

10 MR. MYERS: Okay.

11 Q BY MR. MYERS: Besides the Las Vegas area attendance
12 policy, can you recall any policies that applied to non-union
13 employees that have been developed here at the level of the Las
14 Vegas market?

15 A You talking about as a group?

16 Q Right. Big enough -- I don't know, if there's any other
17 policy that you would consider a policy that you and Jim and
18 Mr. Rankin, excuse me, Mr. Clinker and the other general
19 manager whose name I haven't done in my head yet, where you got
20 together and formulated that policy with the help of HR?

21 A No, sir.

22 Q Now, with respect to union employees, there have been
23 instances where you've gotten together and amongst the four of
24 you, amongst the three of you, at least the three union
25 employees, general managers, I don't mean that you're union,

1 but your shops are union. You've come together to discuss
2 grievances and policies as it relates to the Union; am I
3 correct?

4 A What do you mean by come together?

5 Q Okay. Well, I'm thinking back April 2015, didn't you come
6 together to discuss a series of grievances that included
7 several discharges for backing violations?

8 A Yes, sir, we did.

9 Q What can you tell me about that?

10 A We came together to discuss grievances that were going to
11 arbitration or potentially going to arbitration I believe what
12 was the topic of discussion anyway.

13 Q And when I say came together, I guess this was coming
14 together of several company GMs and other personnel plus Union
15 representatives?

16 A I believe we all had either arbitrations and we'd sit down
17 to discuss what we could possibly either settle or what we're
18 going to move forward with.

19 Q And I guess out of that came some discussions about
20 changing the Employer's approach to backing rule violations
21 going forward?

22 A Yes, sir, I believe so.

23 Q Has there been -- that was April 2015. Have there been
24 any subsequent issues that have come up which have presented
25 issues of common concern to all the unionized facilities to

1 where you've come together and had that similar kind of
2 discussion amongst yourselves and then possibly with the Union?

3 A I don't recall. It could have been revolving around
4 arbitration that we were all involved in, but other than that,
5 I don't believe so.

6 Q So when grievances get up to the level of arbitration, if
7 it's of common concern?

8 A Not necessarily. That's just -- that's not an automatic
9 if that's what you're asking. No, we don't -- just because I
10 have arbitration or he have arbitrations or Mark has
11 arbitrations, we don't automatically get together to discuss
12 those, no.

13 Q It's a case by case -- if the circumstances warrant?

14 A Yes.

15 Q Okay. Thanks I drive up to the facility in Henderson,
16 the first thing I would get to is the gate then? The shed; is
17 that right?

18 A Yes, sir.

19 Q And that's where your over now calling the gate
20 attendant/scale operators, that's where they work?

21 A Yes, sir.

22 Q And they work inside that shed. What -- can you describe
23 the shed very briefly?

24 A Think of a shed with doors on both sides.

25 Q Uh-huh.

1 A It's probably six by six, maybe eight by eight; six by six
2 is probably more like it, a structure, with a ladder over the
3 top to walk up to see if someone has a load that we can't see
4 into. Because we can't open the back door. It's a box,
5 whatever the case may be.

6 Q It's a six by six foot?

7 A The shed, yeah. I think it's about six foot by six foot,
8 yes.

9 Q Like I'm -- I like to say I'm six foot.

10 A It's not very big.

11 Q You know, so it's not much bigger I mentioned than me?

12 A It's much bigger than your six feet. It's an actual six
13 feet.

14 Q No, I'm really -- I'm six foot.

15 MR. DITELBERG: This is getting interesting. Please
16 continue.

17 THE WITNESS: I'm just kidding, sir.

18 Q BY MR. MYERS: I'm 5'11" and a half now.

19 A Okay. I apologize. I was not trying to diminish your
20 capacity at all.

21 Q All right. But it's maybe a little bit longer and I
22 mentioned than, you know, so it's six feet.

23 A Yes.

24 Q Six feet by six feet.

25 A Yes.

1 Q Fair enough. Is it open or is it closed and air
2 conditioning?

3 A It's closed. Has a glass door on each side. And it has a
4 small unit connected to it.

5 Q Okay.

6 A But it pretty much stays open the entire time.

7 Q Okay. And the employees are inside the shed but they come
8 out -- well, do they actually measure the vehicle using a tape
9 measure?

10 A Yes.

11 Q So they come out to do that?

12 A Yes.

13 Q And they come out to interact with the customer?

14 A Yes.

15 HEARING OFFICER SMITH: So when you said measure the load
16 earlier, as far as the gate attendants/scale operators, they
17 measure it with a tape measure as opposed to measuring the
18 weight?

19 THE WITNESS: Yes. It's a yard-based -- it's not -- they
20 don't -- customers don't cross the scale. Third-party
21 customers don't cross the scale. The public don't cross the
22 scale.

23 HEARING OFFICER SMITH: Thank you.

24 Q BY MR. MYERS: And your trucks cross -- they come in a
25 different entranceway or just a different area?

1 A The two driveways are next to each other. The way our
2 yard is set up, if you'd like for me to explain that. The east
3 side of our yard is our pit area where our public dump sits.
4 Right in the middle is the scale and our trucks cross on the
5 far right and the public crosses one on one side next to them
6 and on the other side of the shed. So the customer has two
7 lanes. We have one lane on the other side.

8 Q Okay.

9 A And then the office building is on the other side of that.

10 Q Okay.

11 A I guess west of that.

12 Q So are there any employees of any kind, I guess union or
13 non-union who interact directly with the gate attendant
14 employees?

15 A Not to my knowledge.

16 Q Okay. That is while they're working in the shed I guess?

17 A Yeah. They don't have a -- they have -- there's a stop
18 sign there. Now, I'm not saying that, you know, they --
19 there's a shared break room for everyone.

20 Q Yeah.

21 A So they could -- they very well know each other. One
22 could stop and say hi to the other person as he's going up the
23 scale.

24 Q Okay.

25 A To have his truck weighed, yes.

1 Q But in terms of work duties, everybody has their duty.

2 A Yes.

3 Q Okay.

4 HEARING OFFICER SMITH: Do they as far as some of the
5 customers that come in, aren't some of the customers other
6 Republic service drivers?

7 THE WITNESS: Yes.

8 HEARING OFFICER SMITH: So do they interact with the
9 drivers as they come in?

10 THE WITNESS: No, but I mean when you ask me do they
11 interact, there's no reason for them to interact. But if
12 someone would have rolled a window down and went hi, they see
13 each other, yes.

14 Q BY MR. MYERS: And these drivers, the Hearing Officer
15 referred to them as customers, but these are actually drivers
16 that work out of this yard, correct?

17 A Yes.

18 Q So they're employees whose home base so to speak is the
19 Henderson yard?

20 A Yes.

21 Q They come in, get their truck in the morning, they drive
22 out and they pick up their routes.

23 A Yes.

24 Q They pick up their trash or whatever. And then they come
25 back to the transfer station to dump it there?

1 A Yes.

2 Q All right. And by the way, you went down -- you went
3 through just all the different positions. How many drivers to
4 you have that operate out of the yard?

5 A Just drivers?

6 Q Well, yeah or --

7 A Or just Union period?

8 Q No, no, just the drivers, residential and commercial.

9 A Hundred and eighty-five total.

10 Q That's 85, some of them are residential, some commercial?

11 A Yes.

12 Q And then you have some -- the other area where you have
13 you call them techs, but I guess we'll call them -- we're
14 talking about mechanics.

15 A Mechanics. Yes.

16 Q Before -- how many do you have that are union?

17 A Ten, 11.

18 Q So you've got 95 union employees; is that about right?

19 A Well, you're not including the operators and the
20 utilities.

21 Q Right. You got the loaders and the utilities, that's
22 right?

23 A Yes.

24 Q Okay. Now, do your gate attendants also switch functions
25 so to speak, and perform the function of what we've been

1 calling spotter?

2 A Yes.

3 Q And how does that work? Are all five of them could be
4 assigned or any five of them could be assigned on any given day
5 to cover the spotting operation?

6 A Yes.

7 Q And how many -- at any given time, how many gate
8 attendants do you typically have on shift?

9 A Three.

10 Q Does that include the one that's -- one or two that's
11 being a spotter or --

12 A Yes.

13 Q Okay. So you got two at the gate and one spotting
14 typically?

15 A Well, the third person -- there's also some administrative
16 duties. We have to go out and do surveys on customers and that
17 person will go out. If a customer comes in and says I got --
18 and Jim told a story. I got 50 palm trees from my home. I
19 need to bring another 20 loads. That person goes out to the
20 house, they do all the surveys, then we get called in, and then
21 they come back and they put the information in the system. And
22 then they break the other -- the individuals out for lunch as
23 well.

24 Q Is that going out to check on the palm fronds and similar
25 to that?

1 A Yes.

2 Q Is that a daily activity that goes on?

3 A It can be depending on how many surveys we get, yes.

4 Q Okay. All right. So at any -- so you might have one
5 person at the shed and one person spotting and the third
6 person --

7 A The third person will be up spot -- can be up spotting as
8 well. You'll end up having two whenever there's three because
9 we got to have somebody to give them lunch breaks and whatnot
10 as well so.

11 Q Okay. So let's talk about that spotting. That takes
12 place up at the pit?

13 A Yes.

14 Q And we heard a lot from Mr. Rankin the other day about how
15 his operation works. Could you describe how your operation
16 works in terms of, you know, you've got the dozers in the pit
17 and so forth? How does everything work together there?

18 A Well, we have a public side and a commercial side. All of
19 our trucks dump on the commercial side and quite naturally the
20 public dumps on the opposite side. The spotters will spot the
21 customers on that side and we have a utility 1 person that'll
22 help spot the commercial drivers on the other side.

23 Q When the spotters are performing this spotting function,
24 are they in communication with the other workers -- the other
25 classifications performing their duties in the pit?

1 A They're not on the same side of the pit with them. So the
2 majority of the time they aren't. But if we get a lot of
3 customers on that side and we have to actually push from that
4 side, then they have to be in communication with them. They
5 have to let -- the load operator will come over and we'll shut
6 that side down while he'll clean off the trash on that side.
7 Doesn't happen all the time but --

8 Q Why doesn't -- why don't you always at some point when you
9 got the public dumping on the public side, at some point, the
10 dozer has to push that stuff into the pit.

11 A Well, the spotters will use a little skip loader to push
12 the pile up.

13 Q Oh, okay.

14 A To keep it clean. The spotters will, yes.

15 Q So the spotters themselves are using equipment, skip
16 loaders to push the refuse into the dump?

17 A Yes.

18 Q Unless it gets to be too much and you need the --

19 A Yes.

20 Q -- dozer to come up and really do it?

21 A Yes.

22 Q So are they constantly on and off this equipment?

23 A I would say at least once or twice a day, they have to get
24 on it.

25 Q And we're talking -- tell me this is a little skip loader,

1 could you describe it?

2 A It's -- I -- it's a small -- it's like -- instead of a
3 loader of 744J, it's a 444. It's a much smaller version of it.
4 I don't know how to -- if you know what a skip loader is,
5 it's --

6 Q You don't know how to explain it to a lawyer?

7 A No, sir, I don't.

8 Q That's all right. That's -- I think I get the picture,
9 thanks.

10 And now these gate/scale operators -- well, when the
11 gate/scale operators need to get the dozer operator to come
12 over -- yeah, that's -- that sounded right. Need to get the
13 dozer operator to come over and push the load into the pit, do
14 they communicate by radio or what's -- what --

15 A Well, I have two spotters in the pit. And the operator
16 operating the -- why am I having a brain fart?

17 UNIDENTIFIED SPEAKER: Excavator.

18 THE WITNESS: Thanks, Tom.

19 The operator operating the excavator can see when it's
20 gotten bad, he'll let the load operator know and they'll come
21 around and the person will shut the pit down. They'll come
22 through the back side and we'll shut the pit down to keep the
23 customers away while he pushes that.

24 Q BY MR. MYERS: Okay.

25 A So they pretty much will -- they'll see when it's getting

1 bad themselves or a spotter can go over and just wave because
2 he can see them in the pit.

3 Q All right.

4 A From one side to the other.

5 Q Okay. So these are -- gate/scale operators are under the
6 supervision of Andrew Enk?

7 A Yes.

8 Q Who also supervises these loader operators?

9 A Yes.

10 Q And also supervises your five utility clerks?

11 A Yes.

12 Q And the utility clerks, they work all throughout the
13 facility?

14 A Yes.

15 Q I guess you said one of them actually works doing spotting
16 on the other side?

17 A Yes.

18 Q With the commercial vehicles. What do the others do?

19 A Clean the facility. As Jim mentioned, when the trucks
20 leave the yard, it looks like a trash bomb went off in it. So
21 the utility 1 and utility 2 person would drive the street
22 sweeper while the utility 1 person sweeps the stuff out front
23 and picks up all the big pieces. And then I have a crew that
24 comes in and has to keep our scales clean as well and they'll
25 operate a small skip loader in the pit, underneath the pit

1 anyway. Keep an area clean for the trash or trucks to come
2 through.

3 Q Giving the same, I'm aware about problems of bags float --
4 blowing and stuff at the landfill. You got the paper pictures
5 up there. Do the utility 1 workers do anything similar in that
6 regard?

7 A On the property, the utility 1 and utility 2 cleans up all
8 the trash on the property.

9 Q Okay. By hand or only by machine?

10 A utility 1 will push a broom but utility 2 operate the
11 street sweeper.

12 Q They'll push a broom; is that what you said?

13 A Yes, sir. So there is some hand pickup, yes.

14 Q The -- okay. Let me ask you about the folks working under
15 Mr. Hill, Merrill Hill. There's a shop supervisor and there's
16 ten mechanics, Union mechanics in the shop. There's also a
17 purchasing clerk and a Dossier clerk. Did I get that right?

18 A Yes. Close.

19 Q Now, what's -- just so I'm -- it's easier for me to
20 remember. What's the name of that purchasing clerk?

21 A Johnny Rivera.

22 Q And what's the name of the Dossier clerk?

23 A Tanya Stevens.

24 Q And what's Johnny Rivera's job duties?

25 A He received parts from vendors and he orders equipment for

1 the shop.

2 HEARING OFFICER SMITH: Can you say that again, please?

3 THE WITNESS: He received parts from the vendors that
4 we've placed and he places orders to replace the inventory.

5 Q BY MR. MYERS: And he gets these -- he places his orders
6 at the direction of the supervisor Alex or how does he end up
7 placing the orders?

8 A Through the supervision of Merrill Hill; it's the
9 maintenance manager. As well as Alex. Well, actually
10 doesn't really work much with Alex because Alex works the swing
11 shift.

12 Q What's Alex's last name?

13 A Morales.

14 Q Okay. Does Mr. Morales have the authority to issue
15 discipline to employees under him?

16 A Yes.

17 Q Does he have --

18 MR. MYERS: Can we get a stipulation concerning his
19 status?

20 MR. DITELBERG: Mr. Morales?

21 MR. MYERS: Yeah.

22 HEARING OFFICER SMITH: This is Alex Morales?

23 MR. MYERS: Alex Morales, the shop supervisor.

24 MR. DITELBERG: Let me just -- if I might confirm the
25 witness.

1 MR. MYERS: Yeah, please.

2 **VOIR DIRE**

3 Q BY MR. DITELBERG: Does Mr. Morales have any authority to
4 responsibly direct work or, you know, set employee hours or --

5 A He's a shop supervisor, yes.

6 Q Shop supervisor, all right.

7 MR. DITELBERG: So yeah, we'll stipulate that he's a
8 statutory supervisor.

9 MR. MYERS: We'll accept that. Well, we'll take that into
10 acceptance.

11 HEARING OFFICER SMITH: The stipulation is received.

12 MR. MYERS: Okay. Thanks.

13 **CROSS-EXAMINATION (RESUMED)**

14 Q BY MR. MYERS: Now, what are Mr. Johnny Rivera's -- what
15 kind of shift does he work? What hours?

16 A 7 to 4.

17 Q 7 to 4 so that's a --

18 A Five days a week, Monday through Friday.

19 Q That's an eight-hour shift five days a week --

20 A Yes.

21 Q -- set schedule?

22 A Yes.

23 Q And then there's a Dossier clerk, Tanya Stevens, did I get
24 that right?

25 A Yes.

1 Q What's Ms. Stevens' --

2 A 5 to 2.

3 Q Okay. So that's also an eight-hour day, five day a week
4 schedule?

5 A Uh-huh.

6 Q And what are her job duties?

7 HEARING OFFICER SMITH: Is that Monday through Friday?

8 THE WITNESS: Monday through Friday. Yeah, she enters the
9 work orders in the Dossier.

10 Q BY MR. MYERS: Into Dossier?

11 A Yes, the Dossier system.

12 Q I see. So this -- we keep calling these Dossier clerks.
13 So it sounds like there's some kind of computer program called
14 Dossier?

15 A Yes, it is.

16 Q All right. And work orders --

17 A That's how we track work that's been done on a vehicle.

18 Q All right. So --

19 A Whatever you fix on the truck, you'll turn in a req and
20 she'll go and download all the information in the system.

21 Q Okay.

22 A Basically that ends your position.

23 HEARING OFFICER SMITH: A req -- getting a requisition?

24 THE WITNESS: Yeah, completed work order.

25 Q BY MR. MYERS: And these are work orders that the

1 mechanics degenerate?

2 A Yes.

3 Q All right. Now, your dispatchers, they're working in the
4 office under the office manager's direction, correct?

5 A Yes.

6 Q And there's four of them whose names you provided. What
7 are their job duties?

8 A They're dispatchers. They man the radios, clear out,
9 second the customer complaints to supervisors and drivers
10 throughout the course of the day and at the end of the day,
11 they debrief and close routes out.

12 Q So the routes are already preset for the drivers. They
13 already have their routes for any given day, correct?

14 A Yes.

15 Q They bid on those routes; is that --

16 A No. Routes aren't bid on.

17 Q Oh, okay. But the dispatchers don't assign routes?
18 Doesn't one already have a set route?

19 A Yes.

20 Q Okay.

21 A Yes. Not everybody, but majority has a set route already,
22 yes.

23 Q Sure, there's some relief or something like that. Who
24 sets the routes?

25 A That would be the supervisors.

1 Q Okay. Now, dispatchers, one of them you said was customer
2 complaints. How do customer complaints come into the
3 dispatcher?

4 A We have a -- from our whoever's handling our customer
5 complaints whether it's the Sahara office, customer complaint
6 will go through them, they'll enter it into a system called
7 Info Pro and then the dispatcher will get an email saying this
8 customer called in saying that they were missed -- she'll look
9 up exactly who was the supervisor for that customer and the
10 driver, and she will notify them that this customer on 2735 Big
11 Bend, say that they were the only one on the street that wasn't
12 picked up.

13 Q All right. Do the dispatchers actually have interface
14 with the customers or do they get the information through Info
15 Pro from the Sahara office?

16 A They get it through Info Pro.

17 Q If there's a complaint to where a customer calls in and
18 says hey, the driver of your vehicle, number 12345 cut me off
19 when I was driving down Sahara, I want to complain, does that
20 kind of complaint also come in --

21 A Same. Same scenario. It depends, but usually same
22 scenario.

23 HEARING OFFICER SMITH: It also comes through Info Pro?

24 THE WITNESS: Yes. It also come across as a customer
25 complained that our driver was driving recklessly.

1 Q BY MR. MYERS: Does the dispatcher have any interaction
2 with the driver at that point or does she -- he/she --

3 A She would send that information on to the supervisor and
4 he would handle that from that point.

5 HEARING OFFICER SMITH: And I thought earlier you
6 testified though the dispatchers would send complaints to the
7 supervisors and drivers throughout the day?

8 THE WITNESS: It depends on the type of complaint. If
9 they're complaining about a driver's driving habits, it would
10 be the supervisor that would go out and get a hold of the
11 driver and say hey, this customer said X. If it's a missed
12 stop, then she could get a hold of the driver directly and say
13 hey, customer said you missed them on the street, on this
14 street or that street. Whatever the case may be.

15 HEARING OFFICER SMITH: Thank you.

16 Q BY MR. MYERS: So on these issues -- these -- on these
17 occasions where let's say a complaint about a driver's
18 performance, I take it the dispatcher is not supposed to have
19 -- not supposed to communicate with the driver about that?
20 That's to be handled by the supervisor or am I correct?

21 A Yes.

22 Q Okay. I may not have gotten -- sort of gotten tangled up
23 in this customer complaint issue. What -- remind me what are
24 the other things that the dispatchers do?

25 A They clear routes from the day before, completed routes,

1 all the routing information.

2 Q What does that mean? What does it mean to clear a route?

3 A Well, you have the driver completes his route, how many
4 homes he served, the times he crossed the scale, all that
5 information and they go in and they plug it into Info Pro the
6 next day.

7 Q Okay. Any other jobs that the dispatchers do?

8 A Let's take calls from our drivers that call in stuff
9 that's blocked or missed or whatever the case may be and
10 they'll in turn reach out, call the customer up and says hey,
11 we are unable to service your container because there's a Coke
12 truck in front of it or because someone has their vehicle
13 parked in front of it.

14 Q Okay. So that's a good example. So in other word -- so
15 by like manner if a driver has a problem with his vehicle or
16 something --

17 A Yes.

18 Q They'd call in the -- the driver would call into dispatch
19 and that information would be sent to the appropriate person?

20 A Yes.

21 Q And you said something about debriefing. Is that also a
22 word I heard you say or is that a word I --

23 A Yes, that's the same end of the day process that Jim
24 talked about four or five minutes of questions that we ask at
25 the end of every shift to the drivers.

1 Q What kinds of questions?

2 A Did you break down today? Did you pick up any extra stops
3 today? Did you handle all of the complaints that were given to
4 you or did you have some stops that you didn't call in that you
5 were unable to service? Things of that nature.

6 Q I understand at least from Mr. Rankin that the dispatchers
7 don't have any supervisory duty. For example, they can't issue
8 discipline, correct?

9 A No, they cannot.

10 Q If they were in the position where they are -- haven't --
11 is there an expectation though that they bring to the attention
12 of management conduct by a driver that they learn about that
13 may result in discipline?

14 A Yes.

15 Q Can you talk more about that?

16 A I don't know. If a driver is -- let's say he comes in the
17 yard and he dumps and he's in the hallway and he's yelling,
18 fussing and cussing and has nobody around but her and the
19 driver, and that's not allowed inside the -- you know, that's
20 not how he should be conducting himself. It would be her job
21 to let the supervisor know what's going on.

22 Q Okay. Well, I guess you already also mentioned the
23 situation of complaints about a driver's performance that come
24 into --

25 A Yeah, that's why I was kind of --

1 Q Yeah.

2 A -- I didn't know what more you wanted from it.

3 Q Yeah.

4 A Glad that light came on.

5 Q Right. So beyond what you previously answered. All
6 right. Let me see if I -- I may be done. Trying to lighten
7 the load for the Hearing Officer but he probably has more
8 questions. I actually do. You mentioned Moose, didn't he
9 start out as one of the gate attendants at Henderson?

10 A Yes, he did.

11 Q Okay. And then -- now, he's a utility 1?

12 A Yes, sir.

13 Q Can you tell me the circumstances of that change of
14 position?

15 A He was a gate attendant and we had a utility 1 position
16 come open. He applied for it and he was the most -- he was the
17 best person -- best candidate for the position.

18 Q Okay. And I guess maybe there's a -- fill me in on this.
19 Does some of your gatekeepers ever run out to a place called
20 Searchlight?

21 A Yes.

22 Q What's that?

23 A It's a satellite station like a convenience center. We go
24 there every week Friday, Saturday and Sunday.

25 Q Okay. And do they --

1 A I'm sorry, Thursday, Friday and Saturday. And they --
2 it's like a little gated area. We had a couple of front load
3 bins out there and they sit there and any customers can come
4 and dump anything that -- from their home quite naturally
5 that's legal for them to dump anyway at that little satellite
6 Searchlight -- I mean at that little satellite center there.

7 Q And does I guess some front loader come later on and pick
8 it up or how does --

9 A Yes, it does.

10 Q So there's no -- clearly, there's no transfer station.

11 A No.

12 Q It's just a dumper there.

13 A No.

14 Q But you have it staffed during the hours where it's open?

15 A Yes.

16 Q And you staff it with these --

17 A Gate person?

18 Q Gate persons.

19 A Yes.

20 Q Do they interact with the drivers who come and pick it up
21 at the end of the day or how does that work?

22 A Well, the driver can get in and out. He has a key to get
23 in and out so he doesn't have -- they don't have to necessarily
24 be there when the person is there.

25 Q Okay. Thank you. I think that's all I have. Thank you.

1 HEARING OFFICER SMITH: Is there any history of collective
2 -- for the gate attendant and scale operators, are there any
3 history of collective bargaining as to that group?

4 THE WITNESS: No, sir.

5 HEARING OFFICER SMITH: And you said they all work around
6 the shed; is that right?

7 THE WITNESS: Yes, sir. Either that or the spotting
8 trucks in the pit area, yes, sir.

9 HEARING OFFICER SMITH: So as far as the gate attendants
10 and scale operators, their interaction with other bargaining
11 unit employees, it sounds like it's only limited to
12 communicating with the loader operator whenever the pit needs
13 to be cleared out?

14 THE WITNESS: Yes.

15 HEARING OFFICER SMITH: You mentioned there's an
16 operations clerk, Melissa Teitz.

17 THE WITNESS: Yes.

18 HEARING OFFICER SMITH: Which -- who does she work for?

19 THE WITNESS: Sergio Lopez, operations manager for the
20 hauling company.

21 HEARING OFFICER SMITH: And what are her responsibilities?

22 THE WITNESS: Basically, she runs operational reports for
23 him. She helps the routing person with inputting the
24 information into routing on a daily basis as well.

25 HEARING OFFICER SMITH: What does that mean, input routing

1 information?

2 THE WITNESS: We get new stops throughout the Valley and
3 there's a system in which we have to go in and plug the stops
4 in on the correct routes, and we get customers that move from
5 one home to the next and you have to go in and close one
6 account out and open another up for us to get credit for
7 picking up that customer once you cut your -- you decide to
8 move from one home to the next. Someone has to manually go in
9 and do that.

10 HEARING OFFICER SMITH: Any other responsibilities that
11 she has?

12 THE WITNESS: No.

13 HEARING OFFICER SMITH: Any history of collective
14 bargaining for the operations clerk?

15 THE WITNESS: No.

16 HEARING OFFICER SMITH: And where does she work at?

17 THE WITNESS: Henderson.

18 HEARING OFFICER SMITH: In an office or?

19 THE WITNESS: In the office -- in an office, I'm sorry.

20 HEARING OFFICER SMITH: And what's her general rate of
21 pay?

22 THE WITNESS: She's 15, 16, I think she's at --

23 HEARING OFFICER SMITH: And it can be a range, too, as far
24 as compensation.

25 THE WITNESS: 18.65, I think is where she's at.

1 HEARING OFFICER SMITH: Hourly?

2 THE WITNESS: Yes.

3 HEARING OFFICER SMITH: And what's her working hours?

4 THE WITNESS: Monday through Friday, 7 to 4.

5 HEARING OFFICER SMITH: Any particular training for this
6 job?

7 THE WITNESS: She has Info Pro training. She also has
8 trucks training and then we got some --

9 HEARING OFFICER SMITH: What is trucks training?

10 THE WITNESS: That's the same -- the scale, the weighing
11 system that we use to track our weights on our trucks that
12 cross the scale.

13 HEARING OFFICER SMITH: Okay. Does she have any
14 interaction with bargaining unit employees as part of her job?

15 THE WITNESS: No. Okay, no, in general. But if for
16 whatever reason, Stu isn't at work, she'll be the substitute
17 for him for that day and she'll weigh trucks and she'll give
18 them their weights when they cross the scale and give the roll
19 off trucks that cross their information so yeah, she will be a
20 substitute for us whenever that -- whenever those situations
21 arise.

22 HEARING OFFICER SMITH: And Stuart --

23 THE WITNESS: Stu is the other Ops clerk that works for
24 Sabrina that doesn't do anything but weigh trucks.

25 HEARING OFFICER SMITH: What's Stuart's last name again?

1 THE WITNESS: Schoolman.

2 HEARING OFFICER SMITH: As far as the dispatchers, is
3 there any history of collective bargaining as to them?

4 THE WITNESS: No, sir.

5 HEARING OFFICER SMITH: And where is it that they work out
6 at the facility?

7 THE WITNESS: In the transfer station building, the office
8 building.

9 HEARING OFFICER SMITH: And what's their general pay rate?

10 THE WITNESS: I would say from 15 to \$20 an hour.

11 HEARING OFFICER SMITH: And what are their working hours?

12 THE WITNESS: It varies. They're on tens. So one has to
13 start at 5 and I think the latest person comes in at 8 and on
14 ten-hour shifts.

15 HEARING OFFICER SMITH: I know when you'd been asked
16 earlier about the hours of operation, you said 7 to 5 at the
17 gate. Is that Monday through Friday or is that seven days a
18 week?

19 THE WITNESS: That's seven days a week.

20 HEARING OFFICER SMITH: So that means dispatchers, their
21 four tens are staggered throughout the week to cover the seven
22 days?

23 THE WITNESS: Yeah, they're only -- no, the gate is open
24 then because we're open to the public seven days a week. For
25 the truck's portion, we only work Monday through Saturday. We

1 run a skeleton crew on Sunday, about three trucks, and we don't
2 have a dispatcher there for those.

3 HEARING OFFICER SMITH: Okay. So Monday through Saturday
4 is when the dispatchers work?

5 THE WITNESS: Yes, Monday through Saturday.

6 HEARING OFFICER SMITH: Any special skills or training for
7 dispatchers?

8 THE WITNESS: They have to have Info Pro. They have to
9 have trucks as well to some degree. They have to have how to
10 -- we got a program we call PDB in which the driver will take a
11 picture of a stop.

12 HEARING OFFICER SMITH: PDB?

13 THE WITNESS: PDB, yeah. It's how we -- if you got a
14 customer, it's a hot stop, say that you guys miss me all the
15 time, we'll have the driver take a picture and then he'll call
16 it in and he'll send that picture in and they'll be able to tag
17 it to the account to show the customer that we serviced them.

18 HEARING OFFICER SMITH: So it's for proving a customer had
19 been served after a missed stop?

20 THE WITNESS: Yes, yes, and for processing -- no, they
21 don't do that. Yeah, proving -- customer service issues.

22 HEARING OFFICER SMITH: Who's the supervisor for the
23 dispatchers?

24 THE WITNESS: Sabrina Verquer.

25 HEARING OFFICER SMITH: And do the dispatchers have any

1 interaction with any of the bargaining unit employees as part
2 of their job?

3 THE WITNESS: Yes.

4 HEARING OFFICER SMITH: And what is that?

5 THE WITNESS: What's -- at the debriefing process at the
6 end of the day and any calls that bargaining unit employees
7 call in throughout the day.

8 HEARING OFFICER SMITH: And whenever -- drivers call in?

9 THE WITNESS: Drivers, yes, sir.

10 HEARING OFFICER SMITH: And you might have covered this.
11 I just didn't identify it as being specifically for the
12 dispatchers. But what role do the dispatchers play in the
13 debriefing at the end of the day?

14 THE WITNESS: They take the information, the download from
15 the driver on everything that he completed that day. Like I
16 said, it's a sheet with a list of questions on, you know, did
17 you complete A, B, C, D, E. And it's basically a checklist.

18 HEARING OFFICER SMITH: Do they discuss this with the
19 driver at all or is this just something you said that they
20 download?

21 THE WITNESS: Well, I'm sorry. What I mean by download is
22 it's a conversation that takes place between the drivers and
23 the dispatchers. There be a series of questions that they ask
24 them at the end of every shift to make sure that the day is
25 completed. It's how we kind of close the loop on the day. Any

1 customer complaints, any extra stops you picked up, any
2 problems, any breakdowns, anything of that nature.

3 HEARING OFFICER SMITH: Okay. And we also have the
4 operations clerk that's Stuart Schoolman?

5 THE WITNESS: Yes, sir.

6 HEARING OFFICER SMITH: And is he the one that works for
7 Sergio Lopez?

8 THE WITNESS: He works for Sabrina.

9 HEARING OFFICER SMITH: Sabrina.

10 THE WITNESS: Yes.

11 HEARING OFFICER SMITH: And what are his responsibilities?

12 THE WITNESS: He weighs all of our intercompany trucks and
13 gives them their weight. If a roll-off driver gets a new stop,
14 he'll print out the new stop for him in the system and hand it
15 to him when he comes inside the building.

16 HEARING OFFICER SMITH: And just the one operations clerk
17 that does this?

18 THE WITNESS: Yes.

19 HEARING OFFICER SMITH: Any history of collective
20 bargaining for this position?

21 THE WITNESS: No, sir.

22 HEARING OFFICER SMITH: And where does he work at the
23 facility?

24 THE WITNESS: Inside the office building.

25 HEARING OFFICER SMITH: And what's the general pay rate

1 for the operations clerk for that position?

2 THE WITNESS: He is at 19 something. But that would be
3 the high end. The position that would be, I would say between
4 16 and 20. But he's been there 20 years so.

5 HEARING OFFICER SMITH: At 16 to 20 an hour?

6 THE WITNESS: Yeah.

7 HEARING OFFICER SMITH: And what are his working hours?

8 THE WITNESS: He is Tuesday through Saturday, 9 to 6.

9 HEARING OFFICER SMITH: And any interactions that he has
10 with the bargaining unit? Sounds like he has communications
11 with the driver when they have a new stop.

12 THE WITNESS: No, he doesn't do the -- no, he just gives
13 them their weight when they cross the scale. Prior to company
14 trucks.

15 HEARING OFFICER SMITH: Now, you said that inter or intra
16 company?

17 THE WITNESS: Inter --

18 HEARING OFFICER SMITH: Is it Republic Service's trucks?

19 THE WITNESS: Yes, Republic Service's people's.

20 HEARING OFFICER SMITH: Okay. Any other communications
21 that he would have with the bargaining unit?

22 THE WITNESS: No. None that would be productive.

23 HEARING OFFICER SMITH: And I'm just talking about job
24 related?

25 THE WITNESS: Okay. Everyone that knows him knows exactly

1 what I'm talking about. So I apologize for that. You see
2 Tom's laughing.

3 HEARING OFFICER SMITH: And Johnny Rivera is the
4 purchasing clerk; is that right?

5 THE WITNESS: Yes.

6 HEARING OFFICER SMITH: Any history of collective
7 bargaining as far as the purchasing clerk?

8 THE WITNESS: No, sir.

9 HEARING OFFICER SMITH: And where does he work?

10 THE WITNESS: In the shop.

11 HEARING OFFICER SMITH: And what's the general pay range
12 for the purchasing clerk?

13 THE WITNESS: I would say 16 to 20.

14 HEARING OFFICER SMITH: And who else works in the shop
15 there? Any other employees work in the shop that are
16 represented by the Union?

17 THE WITNESS: All of the techs are represented by the
18 Union. The only people that aren't is the maintenance
19 managers, supervisor, Dossier clerk and purchasing. Everyone
20 else is represented by the Union.

21 HEARING OFFICER SMITH: So in the shop, you said all techs
22 are represented by the Union?

23 THE WITNESS: Yes, all the mechanics are presented by the
24 Union?

25 HEARING OFFICER SMITH: So then for his interaction with

1 bargaining unit employees, what kind of interactions does he --

2 THE WITNESS: As far as to do his job, there isn't any.

3 But they -- he works in the shop. So they see each other every
4 day.

5 HEARING OFFICER SMITH: And I'm just talking about for
6 things to do his job. So when he places the orders, this is
7 something that somebody else has generated but they don't talk
8 to him about it. They drop off --

9 THE WITNESS: No, it's dropped off and he just goes in and
10 places the order on -- he can go in the system. And it's not
11 quite an automated system, but yeah, he goes in and orders
12 everything that the shop needs and then he'll take it and put
13 labels on it and when we get the inventory in and put it on the
14 I guess you want to say racks, but not necessarily racks, but
15 the inventory on the shelves.

16 HEARING OFFICER SMITH: And I thought you said that
17 earlier that about 90 percent of what he does is weighing
18 trucks?

19 THE WITNESS: No, that was Stu Schoolman, sir.

20 HEARING OFFICER SMITH: Oh, I'm sorry. I'm sorry. I
21 skipped on you. Thank you. And you mentioned a Dossier clerk.
22 I don't think we caught the name for this person?

23 THE WITNESS: Yes, Tanya Stevens.

24 HEARING OFFICER SMITH: And how many Dossier clerks are
25 there?

1 THE WITNESS: Just one.

2 HEARING OFFICER SMITH: Any history of collective
3 bargaining?

4 THE WITNESS: No, sir.

5 HEARING OFFICER SMITH: And where does Tanya work?

6 THE WITNESS: In the shop.

7 HEARING OFFICER SMITH: And general pay range?

8 THE WITNESS: Fourteen to 18.

9 HEARING OFFICER SMITH: Any particular skills that a
10 Dossier clerk needs?

11 THE WITNESS: Data entry.

12 HEARING OFFICER SMITH: And Tanya's supervisor is who?

13 THE WITNESS: Merrill Hill. He's the maintenance manager.

14 HEARING OFFICER SMITH: And what kind of interactions does
15 Tanya have, if any, with the bargaining unit employees as part
16 of her job?

17 THE WITNESS: Very little. As part of her job, very
18 little.

19 HEARING OFFICER SMITH: And what would that be?

20 THE WITNESS: Actually, she doesn't have any interaction
21 with them as part of her job, I'm sorry. If you've been to my
22 place, the office we created for them, it's glass. So all the
23 techs walk by and see them every day. So when you say
24 interaction, as far as doing her job, she has very little, if
25 any. But they -- Tanya talks to everybody. She's like the mom

1 in the shop so.

2 HEARING OFFICER SMITH: And utility employees that you
3 discussed earlier, they're represented by the Union, correct?

4 THE WITNESS: Yes, sir.

5 HEARING OFFICER SMITH: I know you said there was about a
6 185 drivers. About how many total number of employees work at
7 the Henderson facility?

8 THE WITNESS: About 228.

9 HEARING OFFICER SMITH: So as far as non-supervisory
10 non-management employees that are working at Henderson, are
11 there any others that are not represented by the Union other
12 than the gate attendant/scale operators, the purchasing clerk,
13 the Dossier clerk, the dispatchers, the operations clerks,
14 anyone else that you can think of that's not represented by the
15 Union?

16 THE WITNESS: No, sir.

17 HEARING OFFICER SMITH: As far as represented employees
18 there, there's 185 drivers, 11 mechanics, you said there was
19 five utility?

20 THE WITNESS: Five utility.

21 HEARING OFFICER SMITH: How many loaders I believe you
22 said?

23 THE WITNESS: Four operators. Load operators.

24 HEARING OFFICER SMITH: Any other employees that are
25 represented there by the Union?

1 THE WITNESS: Did you get the 11 shop techs?

2 HEARING OFFICER SMITH: Did you call them mechanics?

3 THE WITNESS: Mechanics, yes.

4 HEARING OFFICER SMITH: Okay. Anyone else?

5 THE WITNESS: No, sir. Not that I can think of. That was
6 not adding up?

7 HEARING OFFICER SMITH: Well, I mean what are the hours --
8 not covered this yet as far as the other groups. The working
9 hours for say the mechanics?

10 THE WITNESS: Two shifts, 5 to 1 shift and then we have a
11 3 to 11 shift.

12 HEARING OFFICER SMITH: And is that five days a week? Is
13 that --

14 THE WITNESS: That's six days a week.

15 HEARING OFFICER SMITH: Monday through Saturday?

16 THE WITNESS: Yes.

17 HEARING OFFICER SMITH: How about the loader operators,
18 what are their hours?

19 THE WITNESS: 5 to 4 -- 5 to 7. Losing my mind. 5 to 7.
20 Now, all of them, that's different -- that's two different
21 shifts in there so.

22 HEARING OFFICER SMITH: So what, are they working ten-hour
23 days, eight-hours days?

24 THE WITNESS: Yeah. Yeah, they -- well, about 11, 12-hour
25 days almost.

1 HEARING OFFICER SMITH: How many days a week?

2 THE WITNESS: Six days.

3 HEARING OFFICER SMITH: Monday through Saturday?

4 THE WITNESS: Yep.

5 HEARING OFFICER SMITH: How about utility, what hours do
6 they work?

7 THE WITNESS: 8 to 4 and 11 to 7.

8 HEARING OFFICER SMITH: 11 A to 7 p.m.?

9 THE WITNESS: Yep.

10 HEARING OFFICER SMITH: Monday through Saturday?

11 THE WITNESS: Monday through Saturday.

12 HEARING OFFICER SMITH: And so for each of those groups, I
13 mean is each employee working six days a week or they have
14 staggered schedules?

15 THE WITNESS: No, they are staggered. I was just, yeah,
16 they have staggered.

17 HEARING OFFICER SMITH: Okay. So they're working five
18 days -- so the utility, are they working five days a week?

19 THE WITNESS: Yes.

20 HEARING OFFICER SMITH: For the loader operators since
21 they're working 10 to 11 hours, are they working four days a
22 week or --

23 THE WITNESS: They're still --

24 HEARING OFFICER SMITH: Four or five days a week?

25 THE WITNESS: Well, they're on fours. They're on four

1 tens.

2 HEARING OFFICER SMITH: And the mechanics, are they
3 working five days a week or four days a week?

4 THE WITNESS: Both, we have some working on four tens and
5 some on eights.

6 HEARING OFFICER SMITH: And for the drivers, what hours do
7 they work?

8 THE WITNESS: They're all on ten-hour shifts, four tens.

9 HEARING OFFICER SMITH: So covering Monday through
10 Saturday?

11 THE WITNESS: Yes. And a skeleton crew on Sunday, on
12 three routes on Sundays.

13 HEARING OFFICER SMITH: Okay. That's something -- the
14 hours for the represented employees we did not cover with the
15 other witnesses did. So it might be something we want to get
16 in while we still have the witnesses here.

17 MR. DITELBERG: In terms of usual working hours?

18 HEARING OFFICER SMITH: Yeah. As far as whether or not
19 they work similar hours as far as the potential residual, you
20 know. I don't know that this witness would have the
21 information as far as the other facilities?

22 THE WITNESS: No. They're both 24 hours so I don't know
23 how they have their shifts staggered.

24 HEARING OFFICER SMITH: Okay. I have no further
25 questions. Anything on redirect?

1 MR. DITELBERG: Can I take just a couple of minutes? I
2 think I'll just have a brief redirect.

3 HEARING OFFICER SMITH: Yes.

4 MR. DITELBERG: Thank you.

5 HEARING OFFICER SMITH: Off the record.

6 (Off the record at 3:31 p.m.)

7 HEARING OFFICER SMITH: All right. Back on the record.

8 MR. DITELBERG: Yeah, I just have some brief redirect to
9 potentially clarify some of the testimony.

10 **REDIRECT EXAMINATION**

11 Q BY MR. DITELBERG: So there was testimony that you
12 received advice or consulted with other colleagues with respect
13 to HR matters on occasion?

14 A Yes.

15 Q With respect to those matters did you have the ultimate
16 authority to make the decision?

17 A Yes.

18 Q And did you so exercise your decision making authority?

19 A Yes. Yes, I did.

20 Q Okay. And at one point during your testimony, again, just
21 to be clear, that, you know, because some of the terminologies
22 had a couple different meanings. There was reference to the
23 current area office. You know, by that do you mean, you know,
24 the current area organization that includes California and
25 other states?

1 A Yes.

2 Q Okay. Which is headquartered outside of --

3 A In Richmond, California.

4 Q And I think the term Las Vegas market was used with
5 respect to certain employment policies. To your knowledge
6 would those policies also be applicable at Laughlin and the
7 Sahara administrative office --

8 A Yes.

9 Q -- and the recycle facility?

10 A Yes.

11 Q Okay. And do your gate attendant and scale operators
12 share equipment with gate attendant and scale operators at Apex
13 or Cheyenne?

14 A No, sir.

15 MR. DITELBERG: I don't have anything further.

16 HEARING OFFICER SMITH: Anything on recross?

17 MR. MYERS: I don't have anything. Well, I'm sorry, I
18 always say that and then --

19 **RECROSS-EXAMINATION**

20 Q BY MR. MYERS: Mr. Schoolman, I want to ask a question
21 about him, one more, he's an operations clerk under Sabrina
22 Verquer. Ninety percent of what he does is weigh the trucks as
23 they come across the scale; correct?

24 A Yes.

25 Q And he inputs data into the -- that data into the

1 computer?

2 A Yes.

3 Q And that data goes where? I mean who studies that data or
4 who reviews that data?

5 A It goes in our truck system.

6 Q He's working in physical proximity with the other
7 dispatchers?

8 A Yes.

9 Q He's in the same office with them?

10 A It's split. The dispatchers are in one office, he's in
11 the office that the customers come through.

12 Q Okay. Does he -- I don't know, does he ever assist them
13 in their work or do they ever assist him in his work?

14 A Lunch breaks, things of that nature, they have to assist
15 him. He doesn't assist them.

16 Q Okay. So they'll cover for him and do his --

17 A Yes.

18 Q -- scaling work --

19 A Yes.

20 Q -- while he's gone?

21 A Yes.

22 Q And I'm sorry, you said 90 percent of what he does is
23 weigh the trucks, what was that other ten percent?

24 A Well, he runs the roll off trucks across the scale to get
25 a new stop because their day isn't complete yet and their

1 route wasn't complete before they left the yard. He'll run the
2 new roll-off sheet for them, and then we got an end of day
3 process in which someone has to review the route sheets at the
4 end of the day. He reviews them as well before we close them
5 out.

6 Q So for -- let me repeat what you said, sir, to make sure I
7 understand it. So the commercial route, sometimes they'll get
8 a new commercial customer --

9 A No, roll off, sir, just roll off.

10 Q Roll off?

11 A Just roll off.

12 Q And again, remind me, what are the customers who are roll
13 off?

14 A The large boxes that you spoke to Jim about, these are all
15 Jim's trucks that cross my scale.

16 Q Oh, okay.

17 A That cross my scale. If they get a new stop, they get a
18 new stop, they'll come inside and ask him to print it off for
19 them, and he'll go ahead and print it off for them.

20 Q Okay. All right. And give them the form?

21 A Yes, that's all.

22 Q From the computer --

23 A Uh-huh.

24 Q Okay.

25 MR. MYERS: That's all the questions I had.

1 HEARING OFFICER SMITH: I asked you about the
2 union-represented employees. I did not ask you about their
3 supervisors. So for the drivers, who do they report to?

4 THE WITNESS: Well, Sergio Lopez is the operations manager
5 but the drivers themselves report every day to the eight
6 supervisors that you see on there, that I named earlier, Dexter
7 Price, Sevante Singleton. Did you want me to go through that
8 again?

9 HEARING OFFICER SMITH: No.

10 THE WITNESS: Okay.

11 HEARING OFFICER SMITH: So the eight operators and
12 supervisors who report to Sergio Lopez?

13 THE WITNESS: Yes.

14 HEARING OFFICER SMITH: The 11 mechanics or shop techs who
15 do they report to?

16 THE WITNESS: Merrill Hill and Alex Morales.

17 HEARING OFFICER SMITH: The four loaders operators?

18 THE WITNESS: Andrew Enk.

19 HEARING OFFICER SMITH: And the five utility?

20 THE WITNESS: Andrew Enk.

21 HEARING OFFICER SMITH: Okay. Thank you. I have no
22 further questions.

23 Anything on redirect?

24 MR. DITELBERG: No.

25 HEARING OFFICER SMITH: Or recross?

1 MR. MYERS: No.

2 HEARING OFFICER SMITH: The witness is excused. Thank
3 you, sir.

4 MR. DITELBERG: Should we quickly recall the two other
5 general managers for the purpose of explaining hours?

6 HEARING OFFICER SMITH: Yes, please, hours and
7 supervision. I think we need to cover both of those.

8 You're still under oath, yes.
9 Whereupon,

10 **JAMES CARL RANKIN**

11 having been previously sworn, was called as a witness herein
12 and was examined and testified as follows:

13 HEARING OFFICER SMITH: So we have Mr. Jim Rankin
14 returning as a witness.

15 THE WITNESS: There's more stuff than when I was here.

16 HEARING OFFICER SMITH: And in general, I don't know if
17 you want to lead the questions but it would be the
18 union-represented employees, their hours, who supervises them.
19 I think we've got the general job descriptions, I think we
20 uncovered earlier.

21 MR. DITELBERG: This is just for union-represented
22 employees?

23 HEARING OFFICER SMITH: Yes, because I focused earlier on
24 the non-union -- non-represented employees.

25 **DIRECT EXAMINATION**

1 Q BY MR. DITELBERG: So Mr. Rankin, you can organize it best
2 as it comes to memory. With respect to the categories of
3 union-represented employees at your facility, could you
4 identify, you know, for each classification who is, you know,
5 and if there are multiple supervisors for a classification, who
6 are the relevant supervisors, and to the extent that you can
7 identify usual work days and work hours for those employee
8 groups, please do so.

9 A Okay. I'll start with my largest group and work
10 backwards, if that's the best. The residential work group has
11 I think today 304 drivers in that work group. Their start
12 times are 6:00 a.m. with a planned route to end at 4:00 p.m.
13 All but three of them are on a four ten work schedule. Three
14 of them have opted not to take the option to go on a four ten.
15 They're on a five eight work schedule. The days of the week
16 that we service are Monday through Saturday. So they have
17 varying off days by seniority rights within the contract.

18 There are currently 13 supervisors that report to two Ops
19 managers. I'll not get all of them right because there's so
20 many of them, but Jihadi Bell, Chuck Villneuve, Dave
21 Appelzoller, Chuck Ratcliff, Manny Tinejiro, Tanner Hammock
22 (phonetic), Will Webster, Laurence Flores, Danny Ficklin, Scott
23 Schuler, Carol Harrington, Matt Marsh and there's another one,
24 I might be missing one. That's 12, there's one more.

25 HEARING OFFICER SMITH: You said these are 13 and

1 operations supervisors?

2 THE WITNESS: Yes, they oversee the drivers and they are
3 -- dispatch them, give them their work assignments in the
4 morning, make sure they come home at night and then they spend
5 the rest of their day out in the field with them or handling
6 customer issues or accidents or injuries.

7 HEARING OFFICER SMITH: And these 13 operations
8 supervisors report to two operations managers?

9 THE WITNESS: They -- yes, they report splitly (sic) to
10 Andy Tanner and Billy Green. They split that department up
11 because it is so large. So one has seven and one has six,
12 that's the total of 13.

13 HEARING OFFICER SMITH: Okay. And if you can go through
14 -- I'm sorry; you went through the names really quickly. I did
15 catch that you said Andy, but if you could go through the
16 operations supervisors, more slowly though.

17 THE WITNESS: Okay. Andy Tanner is residential rear load.

18 MR. MYERS: May I just propose that the witness also may
19 take reference to Employer 11. That might help --

20 THE WITNESS: I have it.

21 MR. MYERS: You have it, okay.

22 THE WITNESS: I found it, that's why I was digging
23 through. That's why I knew there were seven and six. Billy
24 Green is the other half of residential.

25 HEARING OFFICER SMITH: So those are operations managers?

1 THE WITNESS: Yes.

2 HEARING OFFICER SMITH: And what about the operations
3 supervisors, those are the ones that I --

4 THE WITNESS: Those are the 13 that I just named.

5 HEARING OFFICER SMITH: Yeah, and I'd like you to go
6 through those slower though so that I --

7 THE WITNESS: Okay. Jihadi Bell, Chuck Villneuve,
8 V-I-L-L-N-E-U-V-E.

9 HEARING OFFICER SMITH: Okay.

10 THE WITNESS: Dave Appelzoller, A-P-P-E-L-Z-O-L-L-E-R,
11 Chuck Ratcliff, R-A-T-C-L-I-F-F; Manny Tinejiro,
12 T-I-N-E-J-I-R-O; Laurence Flores, Matt Marsh, Carol Harrington.

13 HEARING OFFICER SMITH: K-A-R-O?

14 THE WITNESS: We go by Lee, Lee is better, that's what he
15 goes by.

16 HEARING OFFICER SMITH: Lee Harrington?

17 THE WITNESS: Lee Harrington. Dan Ficklin.

18 HEARING OFFICER SMITH: Ficklin?

19 THE WITNESS: Ficklin, F-I-C-K-L-I-N; Scott Schuler,
20 S-C-H-U-L-E-R.

21 THE COURT REPORTER: How many is that, please?

22 HEARING OFFICER SMITH: Ten.

23 THE WITNESS: Will Webster.

24 HEARING OFFICER SMITH: Maybe a more direct question would
25 be, is there anybody else that reports to the operations

1 supervisors except for drivers?

2 THE WITNESS: No.

3 HEARING OFFICER SMITH: So that covers the 304 drivers?

4 THE WITNESS: Yes.

5 HEARING OFFICER SMITH: What about other employees
6 represented by the Union?

7 THE WITNESS: Brett Suitor is the Ops manager for
8 commercial. He has seven supervisors that oversee currently
9 123 -- I'll count Rick Abrente (phonetic) because he hasn't
10 moved to you yet. We've got a driver that bid on a job for
11 Mark. He's moving in March. And they only supervise those 123
12 drivers, they're non-union people. Do you want me to go
13 through their names, as best I can?

14 HEARING OFFICER SMITH: Yes, please.

15 THE WITNESS: Charles Holloway, Julio Martinez, Ken
16 Harris, Marvin McCullough (phonetic), Brian -- he's my new
17 hire, Brian, I think it's Thompson, he's only been there a
18 couple of weeks. Brook Pepler is counted in that number.

19 HEARING OFFICER SMITH: Brook Pepler?

20 THE WITNESS: Brook, it's pepper with an L.

21 HEARING OFFICER SMITH: Okay.

22 THE WITNESS: And then there's six, the seventh is -- it's
23 escaping me, I apologize.

24 HEARING OFFICER SMITH: But it's only the 123 drivers that
25 report to --

1 THE WITNESS: Yes.

2 HEARING OFFICER SMITH: Okay.

3 THE WITNESS: Yes. The next category would be industrial,
4 which is Jamie McCollum. Oh, do you want me to give the hours
5 for that group?

6 Q BY MR. DITELBERG: Please.

7 A I'm sorry, I apologize. They're 5:00 a.m. until a
8 schedule of hopefully 3:00 p.m.; everybody is on a four ten
9 work week. We do cover seven days a week. So we've got eight
10 employees that work on Sunday as well. Those same hours.

11 Q Do the hours vary by day?

12 A No, they all start at 5:00 a.m.

13 Q Okay.

14 A And some carry longer, they all have at least a ten-hour
15 day, some work up to 11 or 12 depending on the workload for the
16 day.

17 Q That's sort of what I was asking.

18 A Right.

19 Q There is some workload variable?

20 A Right. And it's -- it's that way for all the drivers.
21 There's not many drivers that only get ten hours worth of work.

22 HEARING OFFICER SMITH: So you said the other drivers, the
23 304, they were residential. What do these 123 drivers, what
24 kind of --

25 THE WITNESS: Commercial. They drive a front load truck

1 that picks up the bins with the forks.

2 HEARING OFFICER SMITH: Okay.

3 THE WITNESS: Now the hard one, Jamie McCollum,
4 industrial, M-C-C-U -- C-O-L-L-U-M. He's the Ops manager for
5 industrial. He has 122 industrial drivers and 11 med waste
6 drivers. All union, let's do the 11, they're the easiest, they
7 start at 6:00 a.m. and work to 4:00 p.m., four ten work days,
8 covering six days with varying off days.

9 HEARING OFFICER SMITH: Monday through Saturday?

10 THE WITNESS: Monday through Saturday, only three work on
11 Saturday, so it's not a big group.

12 HEARING OFFICER SMITH: Okay.

13 THE WITNESS: While the 122 is our industrial drivers. We
14 have three varying shifts because they cover a 24-hour
15 coverage. We run trucks 24 hours a day. We have our largest
16 percentage of drivers start at 7:00 p.m. at night, with a
17 ten-hour shift ending at 5:00 a.m. The second largest group is
18 going to be our 6:00 a.m. start shift that gets off around 4:00
19 p.m. or later, depending on work load. And then third shift is
20 8:00 a.m. until 6:00 p.m. and again, also, carrying over and
21 those are seven days a week with varying off days.

22 HEARING OFFICER SMITH: Can the industrial guy work -- it
23 looks like four tens?

24 THE WITNESS: Yes. All drivers but those three in
25 residential are on a four ten shift.

1 HEARING OFFICER SMITH: Okay. All right.

2 THE WITNESS: He had seven supervisors.

3 HEARING OFFICER SMITH: Okay.

4 THE WITNESS: I'll start with Gary Coleman, John Lyons,
5 Berlinda Rodriguez.

6 HEARING OFFICER SMITH: Rolinda?

7 THE WITNESS: Berlinda, Berli -- B-E-R-L-I.

8 HEARING OFFICER SMITH: Berlinda --

9 THE WITNESS: Rodriguez. Matt -- he just sent me an email
10 this morning.

11 HEARING OFFICER SMITH: Well, let me ask you this, these
12 supervisors, they only supervise these drivers and the med
13 waste drivers?

14 THE WITNESS: With the exception of Martin Tull in the med
15 waste.

16 HEARING OFFICER SMITH: Martin Tull supervises the med
17 waste?

18 THE WITNESS: T-U-L-L, yeah, he supervises those 11, plus
19 Donna Bubonavich, who is the medical waste billing person we
20 talked about. Do you remember that yesterday? She does our
21 medical waste billing for the customers and enters it in, mails
22 bills. So Martin supervises her and she's non-union.

23 HEARING OFFICER SMITH: Okay. Donna Bubonavich.

24 THE WITNESS: Bubonavich.

25 HEARING OFFICER SMITH: Okay. With that I don't think we

1 would need all of the seven supervisors' names.

2 THE WITNESS: Okay.

3 HEARING OFFICER SMITH: What would be the next group that
4 is represented?

5 THE WITNESS: The next group would be the maintenance
6 shop, mechanics. Steve Veteto is the maintenance manager. I
7 think right now there's 43 employees under him.

8 HEARING OFFICER SMITH: Is he on the list?

9 THE WITNESS: He's got four supervisors below him.

10 HEARING OFFICER SMITH: Okay. The four supervisors -- go
11 ahead and name those.

12 THE WITNESS: Ed Callota.

13 HEARING OFFICER SMITH: Can you spell that?

14 THE WITNESS: C-A-L-L-O-T-A, Mike Slicker, Lance Hibler,
15 H-I-B-L-E-R, and Robert Rainey.

16 HEARING OFFICER SMITH: Okay.

17 THE WITNESS: And Robert Rainey supervises the two -- so
18 in that 43 are mechanics, servicemen and two paid parts
19 persons, one has been on long-term FMLA.

20 HEARING OFFICER SMITH: And two parts persons?

21 THE WITNESS: Yes.

22 HEARING OFFICER SMITH: How many mechanics?

23 THE WITNESS: Thirty-five.

24 HEARING OFFICER SMITH: And how many servicemen?

25 THE WITNESS: Six, adds up to 43, five, six and two.

1 Yeah. Now Rob Rainey supervises the two Dossier clerks,
2 they're non-union, as well as the two parts guys that are
3 union.

4 HEARING OFFICER SMITH: Okay.

5 THE WITNESS: Their hours, they have varying -- like
6 Calvin -- some on five eights, some on four tens, and I'm --

7 HEARING OFFICER SMITH: Are we talking about mechanics,
8 servicemen and --

9 THE WITNESS: Mechanics and servicemen. Parts guys are on
10 five eights. But the servicemen we cover 24/7 as well. So we
11 actually have three shifts of mechanics and they have staggered
12 starts through the whole day. So they're all on a ten-hour
13 bases, some work a little bit of overtime if they're working on
14 a major engine rebuild or something that fits their technical
15 expertise.

16 HEARING OFFICER SMITH: Okay. So multiple schedules, 24
17 hours, what about servicemen?

18 THE WITNESS: They all work in the evening. They start at
19 -- I think they start at 6:00 p.m. and work until 2:00 in the
20 morning.

21 HEARING OFFICER SMITH: Okay.

22 THE WITNESS: The next group will be under container shop
23 manager Jim Rainey. He has one supervisor, Wayne Harris, and
24 he has 39 union employees.

25 HEARING OFFICER SMITH: Okay.

1 THE WITNESS: There are seven, I think that are on --
2 well, it should be a lot more than that because the field guys
3 are there too. Let's talk about the four ten people first.
4 He's got welders; I guess they're all on 5:00 to 1:00, so I
5 don't have any four tens anymore in the weld shop.

6 HEARING OFFICER SMITH: 5:00 a.m. to 1:00 p.m.?

7 THE WITNESS: 5:00 to 1:00 is the main shift in weld and
8 paint shop, Monday through Friday. We have a second shift
9 where there's four guys that work from 1:00 to 9:00.

10 HEARING OFFICER SMITH: Welders?

11 THE WITNESS: They're in that category but they're -- they
12 work on compactors and containers. They work in the shop until
13 there's a break down on their equipment, then they get in the
14 truck and go out in the field to repair equipment.

15 HEARING OFFICER SMITH: How many welders are there?

16 THE WITNESS: They're all classified as welders. That's
17 the only class --

18 HEARING OFFICER SMITH: All 39?

19 THE WITNESS: No, those -- that group, there's the two
20 graphics people that we talked about yesterday as run offs.
21 One upholstery person and six in the body shop. Three and six
22 is nine, so 39 minus nine that means there's 30 people in the
23 weld shop category.

24 HEARING OFFICER SMITH: Okay.

25 THE WITNESS: Armando Teijeiro, facilities manager.

1 HEARING OFFICER SMITH: Okay.

2 THE WITNESS: Union people he has 13 operators and 11
3 utility 2 and one utility 1, which gives him 25 union
4 employees.

5 HEARING OFFICER SMITH: And what hours do those people
6 work?

7 THE WITNESS: We've got variations between four tens and
8 five eights for the operators, the utilities all work and they
9 have different start times to cover the 24-hour periods. The
10 11 utilities, there are two different shifts. They're on five
11 eights. They do cover Monday through Sunday so they have, you
12 know, varying off days, and they have different start times,
13 some come in at 5:00, some come in at 7:00, some come in at
14 3:00 in the afternoon and then the one utility 1 works from
15 6:00 to 2:00.

16 HEARING OFFICER SMITH: 6:00 to 2:00 Monday through
17 Friday?

18 THE WITNESS: Monday through Friday, yes.

19 HEARING OFFICER SMITH: Okay.

20 THE WITNESS: That's all my union people. Oh -- I'm
21 sorry, there's ten in one, not 11 in one. It's ten in one.

22 HEARING OFFICER SMITH: Ten utility 2?

23 THE WITNESS: Ten utility 2 and one utility 1. Anybody
24 add all that up?

25 HEARING OFFICER SMITH: Thank you. Anything further you

1 want on direct?

2 MR. DITELBERG: Did I forget something?

3 THE WITNESS: Well, you asked Calvin about them going to
4 Searchlight or his gate attendants. We do the same thing at
5 Mount Charleston and Sandy Valley, the same thing. No
6 interaction with drivers. We go rent a public facility to take
7 public customers in there to dump and then our drivers come in
8 at a later time to pick up the material. I'd forgotten that
9 remote operation for my gate attendants as well. Do you
10 remember his description of Searchlight? Mine is very similar.

11 MR. DITELBERG: I don't have any other questions.

12 HEARING OFFICER SMITH: Anything for cross?

13 MR. MYERS: Just if I may, it's been so much information
14 I've kind of forgotten.

15 **CROSS-EXAMINATION**

16 Q BY MR. MYERS: Your gate/scale operators also work four
17 tens typically?

18 A I think we've got two different scheduled times for them.

19 Q I guess actually we have that on the evidence; right?

20 A Yes.

21 Q Yeah, okay. And since you're here and I don't have to
22 recall you, you claim your dispatchers -- I don't know if you
23 were here when Calvin was testifying and giving more
24 information about how customer complaints are routed through
25 Sahara and come in to dispatch. Is that the same protocol at

1 your yard too?

2 A We use the same program to query the complaints, yes.

3 Q So if a complaint about a driver were coming in to a
4 dispatcher, the dispatcher in that case would refer that to an
5 appropriate supervisor?

6 A Yes.

7 Q For investigation or processing or whatever the case is?

8 A Yes.

9 Q If a complaint were to come in to the effect, I didn't get
10 my can picked up or something like that, would that go to the
11 driver himself or herself?

12 A Not -- we don't do that.

13 Q What do you do?

14 A We send it to the supervisor and then he tells us who --
15 he calls the dispatcher back and tells him who he assigned it
16 to so they can make that change in the system so at the end of
17 the day we can make sure it got done and then the supervisor
18 relays that to the driver.

19 Q The supervisor notifies --

20 A Yes.

21 Q -- the driver?

22 A Yes, the only interaction between the dispatcher and the
23 driver would be if they were calling him for a gate code to get
24 into a property or calling about a broken can or they want to
25 record in the system that we need to go fix something that

1 would be their conversation with the driver.

2 Q Okay. And I guess in the clumping together another
3 instance I suppose would be customer called and says, hey I
4 just got home, my car is damaged or something. Does that ever
5 happen, I think it was your driver or your driver hit --

6 A It does.

7 Q Same protocol that would go to Sahara?

8 A Supervisor.

9 Q Sahara for the dispatcher, dispatcher to the supervisor
10 and the supervisor would look into it?

11 A Yes.

12 Q Between taking calls from drivers and handling these input
13 information from Sahara is that most of what the dispatchers do
14 or is there another chunk of what they do?

15 A Well, they're doing data entry in the afternoon and
16 evening. They're closing out the routes by putting all that
17 information back in from the four or five-minute driver debrief
18 that they had with the driver. So you can imagine with 1300
19 routes a week there's a lot of data entry to do.

20 Q Data entry, okay.

21 A And the scale people that are running my internal scales
22 are also doing that same function. They're entering -- every
23 time there's a truck there they're getting documents.

24 Q Are they also doing the dispatching that we described
25 earlier?

1 A No, those -- they're at different desks. I mean I guess
2 they could query them in the middle of the night if there was a
3 reason. I don't know -- I'm not there at night to know if
4 they're querying for customer issues. The call center is
5 closed at night. So there wouldn't be somebody entering in a
6 complaint at night.

7 Q I'm sorry, the dispatchers work 24/7, are those shifts all
8 the time?

9 A Those four -- that's one seat is occupied every day, every
10 hour.

11 Q Okay. Because you've got industrial going on all night
12 long?

13 A Yes.

14 MR. MYERS: Okay. Thanks. That's all the questions I
15 have.

16 HEARING OFFICER SMITH: So the gate attendants and scale
17 operators, I know you said they work either four tens or five
18 eights. What working hours do they work?

19 THE WITNESS: The earliest one would start is 5:30 in the
20 morning and they would close at 6:30 at night. So 5:30 to 1:00
21 or 5:30 to 2:00 if they're eight-hour employee, and some work
22 from 6:00 to 4:30. There's all kinds of different hours, but
23 the gate is open from 6:00 to 6:00 at my place. They have to
24 be there a half-hour before and somebody has to be there a
25 half-hour after to finish up the paperwork and make sure

1 everybody is out.

2 HEARING OFFICER SMITH: So the gates are open 6:00 to 6:00
3 and you've got somebody that's there the whole time.

4 THE WITNESS: Thirty minutes before and 30 minutes after,
5 the schedule covers all of that. That's presented in one of
6 our exhibits.

7 HEARING OFFICER SMITH: Okay. Thank you.

8 THE WITNESS: All right. They're tied to the public
9 hours.

10 HEARING OFFICER SMITH: Anything further on direct?

11 MR. DITELBERG: No, thank you.

12 MR. MYERS: No, thank you.

13 HEARING OFFICER SMITH: Thank you. Let's go off the
14 record.

15 (Off the record at 4:13 p.m.)

16 HEARING OFFICER SMITH: Back on the record.

17 Whereupon,

18 **MARK CLINKER**

19 having been previously sworn, was called as a witness herein
20 and was examined and testified as follows:

21 HEARING OFFICER SMITH: Okay. So one of the areas that
22 we're going to ask is for the union-represented employees that
23 you have at Apex their --

24 THE WITNESS: You want their general hours and their
25 schedules and their numbers?

1 HEARING OFFICER SMITH: Correct.

2 THE WITNESS: Jessie Rodriguez is the maintenance manager.
3 He has all the mechanics -- or ten mechanics and one utility 2.

4 HEARING OFFICER SMITH: Ten mechanics?

5 THE WITNESS: Ten mechanics. They, in general, usually
6 for general hours they work 6:00 to 2:00 and 2:00 to 10:00,
7 five eights.

8 HEARING OFFICER SMITH: For both groups?

9 THE WITNESS: Yes.

10 HEARING OFFICER SMITH: 6:00 to 2:00 and 2:00 to 10:00?

11 THE WITNESS: 2:00 to 10:00 so we have -- but they work
12 seven days. So they're spread out amongst seven days. They
13 work five eights.

14 Benny Canto has 19 drivers, four in residential. They
15 work five eights. They work 5:00 a.m. to 1:00 p.m. and then --

16 HEARING OFFICER SMITH: What days of the week? Seven day?

17 THE WITNESS: Monday through Friday. Industrial we have
18 15 drivers. They work either 6:00 a.m. to 4:00 p.m. or 4:00
19 p.m. to 2:00 a.m., they're on four tens. They work seven days
20 a week.

21 Heavy equipment operators I have --

22 HEARING OFFICER SMITH: Under Benny Canto?

23 THE WITNESS: No, this is under Paul Yelinek. He has two
24 supervisors that work under him.

25 HEARING OFFICER SMITH: Okay.

1 THE WITNESS: Do you want their names?

2 HEARING OFFICER SMITH: Please.

3 THE WITNESS: Elaina Turner and Gary Kinsey. The
4 operators work five eights, seven days a week, there's 23 of
5 them. They work -- generally, their general is 6:30 a.m. to
6 2:30 p.m. and 2:20 p.m. to 10:30 p.m., and then 10:30 p.m. to
7 6:30 a.m. Then we have -- I know we have some little
8 variations, an hour tweak, so he has a little bit of coverage
9 but that's really in a nutshell all the employees -- all the
10 bargaining unit employees.

11 And then -- do you want the Laughlin employees?

12 HEARING OFFICER SMITH: Yes, please.

13 THE WITNESS: They work -- they're working four tens now.

14 HEARING OFFICER SMITH: And that was four bargaining unit
15 employees; right?

16 THE WITNESS: Yes, sir. Well, I've got to separate them.
17 They're probably the most difficult group. I've got the
18 mechanic works Monday through Friday, and he works from 6:00 to
19 2:00.

20 HEARING OFFICER SMITH: Okay.

21 THE WITNESS: The utility works -- the two operators work
22 four tens and they only work -- they work from 6:30 to 4:30,
23 yeah, 6:30 to 4:30. They're working four tens.

24 HEARING OFFICER SMITH: What days of the week?

25 THE WITNESS: They vary. It's either Monday through

1 Thursday -- or Sunday through Wednesday or Wednesday through
2 Saturday.

3 HEARING OFFICER SMITH: So they cover all seven days?

4 THE WITNESS: Yes.

5 HEARING OFFICER SMITH: Okay. Anyone else?

6 THE WITNESS: No, Judge, that's the whole unit.

7 HEARING OFFICER SMITH: Anything on cross or on direct?

8 MR. DITELBERG: I have nothing.

9 HEARING OFFICER SMITH: Anything on cross?

10 MR. MYERS: Nothing, thank you.

11 HEARING OFFICER SMITH: Thank you.

12 THE WITNESS: Thank you.

13 HEARING OFFICER SMITH: With that does the Employer have
14 any other witnesses?

15 MR. DITELBERG: We do not.

16 HEARING OFFICER SMITH: And with that would the Petitioner
17 like to call any witnesses?

18 MR. MYERS: Yes. Just a second.

19 All right. Yes, the Petitioner would like to call Randy
20 Botzet.

21 Whereupon,

22 **RANDY BOTZET**

23 having been duly sworn, was called as a witness herein and was
24 examined and testified as follows:

25 HEARING OFFICER SMITH: Please have a seat. State your

1 name and spell it for the record?

2 THE WITNESS: Randy Botzet, B-O-T-Z-E-T.

3 MR. MYERS: Hearing Officer, before I elicit the testimony
4 of Mr. Botzet, I'm going to give you, I suppose, an offer of
5 proof. Just so you see where this is going and see its limited
6 scope but its purpose.

7 One of the issues I think if you get to the residual unit
8 question is whether certain non-represented employees would
9 themselves be part of an appropriate bargaining unit separate.
10 That for example, the sanitation workers and -- I'll give you
11 the cite later on in my closing statement, but I think it seems
12 to be one of the questions whether the workers who are
13 unrepresented should be included in the residual unit or
14 whether they could themselves be part of a unit part and that
15 is our position with respect to most if not all of the
16 classifications of employees that we've been discussing beyond
17 the ones we're petitioning for.

18 In particular, the offer of proof here is that the Union
19 represents a unit of dispatcher employers, with a different
20 employer.

21 HEARING OFFICER SMITH: Dispatch employees?

22 MR. MYERS: Dispatching employees, sorry, it is getting to
23 be a long week. Dispatchers -- the actual name of the unit is
24 Dispatchers and road supervisors, and customer service
25 representatives. It's recently been combined with a different

1 unit called administrative clerical.

2 HEARING OFFICER SMITH: But not with these employers?

3 MR. MYERS: Not with this employer. It's simply the offer
4 of proof is that we can show that there are bargaining units of
5 -- that consist of some of the employees with other employers
6 here in the Las Vegas area that consist of some of the
7 employees who we don't contend would be part of a proper
8 residual unit in this case. So to that extent -- and we have,
9 I think, case law I can cite that show that these would be
10 proper separate units anyway.

11 So that's the offer of proof, it's a Collective Bargaining
12 Agreement. The witness here can describe very briefly what
13 employee is covered by that agreement. And so I think I'd
14 rather have you digest that before I start eliciting the
15 testimony and have you wonder why.

16 HEARING OFFICER SMITH: Okay. And I'm not sure the
17 relevance, how relevant it's going to be. Is it the same
18 industry?

19 MR. MYERS: Yes, it is. Well, it's -- it depends how you
20 define the industry. The industry is actually the
21 transportation industry. This is the Regional Transportation
22 Commission, I think, RTC, which operates the fixed route buses
23 around Clark County, southern Nevada. In this case this is the
24 paratransit. It's not the fixed route; it's the other segment
25 of the operation, which is for people with special needs,

1 handicapped and so forth.

2 But it is a large operation. It consists of several
3 hundred drivers and they have dispatchers and so in that sense
4 quite overlapping to the operation here. Customer service,
5 call in on complaints, you know, what do you do when they
6 didn't pick me up or they hit my car, that kind of thing.

7 HEARING OFFICER SMITH: Okay. If it has any relevance to
8 this I think it's going to be very limited. But that being
9 said, you said it's going to be limited.

10 MR. MYERS: I'm not pretending it's --

11 MR. DITELBERG: Let me put an objection on the record. I
12 mean it sounds extremely far afield and I can't imagine that we
13 would possibly have, you know, the foundation from this
14 witness, you know, to establish minimal relevance. I
15 understand that counsel wants to make an offer of proof but we
16 do object on relevance grounds.

17 HEARING OFFICER SMITH: And I do think that if there is
18 relevance it is going to be limited. That being said, I will
19 allow the testimony and I'll let the decision maker give it the
20 weight that it deserves. I will note that it does seem like
21 it's going to be a stretch as far as relevance.

22 MR. MYERS: That's fine. I'll just move it along very
23 quickly then.

24 HEARING OFFICER SMITH: What is this marked?

25 MR. MYERS: P-4.

1 (Petitioner Exhibit Number 4 Marked for Identification)

2 DIRECT EXAMINATION

3 Q BY MR. MYERS: Mr. Botzet, by whom are you employed?

4 A Teamsters Local 631.

5 Q And very briefly what are your duties with Teamsters Local
6 631?

7 A I'm a vice president and business agent over the busing
8 industry, CertainTeed Gypsum the drywall board plant and the
9 movie industry, and a late negotiator.

10 Q Does Teamsters Local 631 have a collective bargaining
11 relationship with an entity called Transdev?

12 A Yes, we do.

13 Q What is Transdev?

14 A Transdev is a paratransit unit that does take care of
15 special needs individuals. They schedule and pick up and drop
16 off individuals such at hospitals, home care facilities.

17 Q And does Transdev operate that service pursuant to any
18 contract with any municipality or governmental agency?

19 A They do, the Regional Transportation Commission.

20 Q Does Teamsters Local 631 -- well, does Transdev employ
21 drivers to drive these paratransit vehicles?

22 A Yes.

23 Q Does Teamsters represent those drivers?

24 A They do.

25 HEARING OFFICER SMITH: Let me just get you to back up.

1 Looking at the document, so the Transdev, what customer base is
2 it they serve?

3 THE WITNESS: They serve paratransit, special needs
4 individuals around the valley, veterans, anybody who is in need
5 of special services for transportation.

6 HEARING OFFICER SMITH: So individuals?

7 THE WITNESS: Yes.

8 HEARING OFFICER SMITH: Okay.

9 Q BY MR. MYERS: So they for example, everyone has seen
10 buses, the big buses that pick you up at a bus stop but is this
11 something different than that?

12 A Yes, they're actually shuttle buses that hold passengers
13 15 and under.

14 Q And instead of picking you up at a bus stop one schedules
15 a pick up?

16 A Correct.

17 Q Approximately how many drivers are employed by Transdev in
18 this operation?

19 A Well, the unit itself is 590 and I would say the majority
20 of that would approximately be about 460 something.

21 Q Of drivers?

22 A Of operators, yeah.

23 Q You call them operators?

24 A Yes.

25 Q Now, are there dispatchers?

1 A There is.

2 Q Are the dispatchers part of the same bargaining unit as
3 the drivers?

4 A No.

5 Q What is the -- how is the dispatching unit constituted?
6 Who's in that unit?

7 A The dispatchers, road supervisors, customer service
8 representatives and the administration clerical was moved in to
9 that this year as well. We absorbed --

10 Q Let me break you down, the last group, the administrative
11 clerical was moved in to the dispatchers unit this year?

12 A Yes, we merged them. They were separate contracts.

13 Q So dispatchers, road supervisors, and customer service
14 folks were in one unit, administrative clerical was in another
15 unit?

16 A Correct.

17 Q And let's focus on those dispatchers very briefly, again,
18 I don't want you go into leads but what are in rough terms the
19 job duties of those dispatchers?

20 A We have window dispatchers that will physically like hand
21 over manifests to operators that come into the window when
22 their assignment is starting. You'll have radio dispatchers
23 who are in communication with operators for either pickups,
24 changing a route or what they call an insert, which would be
25 another pick up or a drop off.

1 Q And what's the customer service function?

2 A Customer service would be fielding the phone calls that
3 come in either on complaints, pickups, scheduling for pickups
4 or drop-offs, and any information with breakdowns or like that,
5 I guess -- no, they would relay that information to the
6 dispatchers.

7 Q Is there any function with respect to post-trip data or
8 post-trip briefings or anything like that?

9 A Not unless there's a mechanical failure or something like
10 that. They would have to be notified of that, the dispatchers
11 would.

12 Q Okay. And if there's complaints from customers about the
13 conduct of a driver or operator on the route what does the
14 dispatcher do with that information?

15 A The dispatcher would put that in what they call a shadow
16 program. The shadow program would be entered into the
17 computer. Management would review it.

18 Q And -- so you have two free standing bargaining units that
19 is the dispatchers, road supervisors, CSRS and now combined
20 with administrative clerical is a separate bargaining unit from
21 the drivers; is that right?

22 A Yes, driver maintenance contract, that's what we call it
23 because that contract handles operators and then all the
24 maintenance mechanics.

25 Q Okay.

1 MR. MYERS: With that limited testimony I'd move for the
2 admission of P-4.

3 HEARING OFFICER SMITH: Any objection?

4 MR. DITELBERG: Other than has already been stated in
5 terms of potential relevance, no.

6 HEARING OFFICER SMITH: Understood and again, the decision
7 writer will give it --

8 MR. DITELBERG: On the scope of relevance, I should say.

9 HEARING OFFICER SMITH: -- the weight I guess, that's
10 accorded, so I'll receive it into evidence.

11 **(Petitioner Exhibit Number 4 Received into Evidence)**

12 MR. MYERS: Very good.

13 Thank you, Mr. Botzet, you're done. Well, I don't know if
14 you're done or not, maybe --

15 MR. DITELBERG: Could I just take a minute off the record
16 to confer if we have any cross?

17 HEARING OFFICER SMITH: Yes.

18 (Off the record at 4:49 p.m.)

19 HEARING OFFICER SMITH: Go ahead.

20 **CROSS-EXAMINATION**

21 Q BY MR. DITELBERG: Just to confirm, sir. You're not an
22 employee of a Republic Service entity; is that correct?

23 A No, I am not.

24 Q Okay. And also just to confirm you're not employed under
25 the terms of this Collective Bargaining Agreement between Local

1 631 and Republic Services entities which has been introduced as
2 an exhibit, P-1?

3 A I would be underneath Teamsters Local 631.

4 Q But you're not subject to this particular contract; are
5 you?

6 A Actually I'm subject to all of them being the vice
7 president.

8 Q I'm sorry, I mean employed under?

9 A No, no.

10 Q Okay. Thank you.

11 HEARING OFFICER SMITH: Any further questions?

12 MR. DITELBERG: No further questions.

13 MR. MYERS: No.

14 HEARING OFFICER SMITH: I have no questions for the
15 witness.

16 THE WITNESS: Does that mean I'm excused? I have a date
17 at 5:00.

18 HEARING OFFICER SMITH: Let's go off the record.

19 (Off the record at 4:52 p.m.)

20 HEARING OFFICER SMITH: Does Petitioner have any other
21 witnesses to call?

22 MR. MYERS: Sue Hunsberger, please.

23 Whereupon,

24 **SUE HUNSBERGER**

25 having been duly sworn, was called as a witness herein and was

1 examined and testified as follows:

2 HEARING OFFICER SMITH: Please have a seat and spell it
3 for the record.

4 THE WITNESS: Sue Hunsberger, H-U-N-S-B-E-R-G-E-R.

5 **DIRECT EXAMINATION**

6 Q BY MR. MYERS: Good afternoon, Ms. Hunsberger. Just a few
7 questions. By whom are you employed?

8 A Republic Services.

9 Q How long have you been employed by Republic Services?

10 A Almost ten years, since June of 2007.

11 Q What is your job with Republic Services?

12 A Human resources manager.

13 Q We've heard some description of how human resources is
14 structured. What is your, I suppose, scope of authority in
15 that position?

16 A What business units do I cover? Is that what your
17 question is?

18 Q Sure, put it that way.

19 A I cover Apex, Sahara administrative offices and the
20 recycle facility.

21 Q Where is your office?

22 A Sahara and I also have an office at Apex.

23 Q So briefly describe what are your job duties with respect
24 to those business units that you described, Apex, Sahara and
25 recycle?

1 A To ensure that we're in compliance with federal, state,
2 and local laws, regulations. Also to ensure that we're
3 complaint with company rules and policies, assist employees
4 with issues, assist management with employee issues,
5 attendances, FMLA, labor issues.

6 Q Do you interact with any of the general managers from any
7 of the other facilities in the southern Nevada area? Well, I
8 don't want to use the word area, region, let me say that.

9 A So the only general managers that I interact with are Mark
10 Clinker and Len Christopher.

11 Q Len Christopher, who is he?

12 A He's the general manager at recycle.

13 Q Okay. Well, do you Mark Clinker is Apex?

14 A Yes.

15 Q And do you have however occasions to discuss human
16 resource issues with the general manager for Henderson for
17 example?

18 A Occasionally I do cover, back up, Iris Jackson when she's
19 on vacation.

20 Q Do you ever provide any independent advice or counsel with
21 respect to HR issues even if Ms. Jackson is involved?

22 A Occasionally she'll call if she has a question about our
23 attendance software program, those kind of things.

24 Q Just questions about software programs? Does -- do the
25 general managers of Cheyenne or Henderson, or either of them

1 ever call you to discuss a particular HR issue?

2 A Again, most of my interaction with Calvin Francis is when
3 I cover Iris on vacation. So we'll talk then. Occasionally
4 Jim Rankin and I will talk about an issue, not often.

5 Q What kind of issues might you talk about with Mr. Rankin?

6 A Just I ran into him at Sahara just recently and he had an
7 employee that passed away, so we talked about that. He wasn't
8 seeking anything from me, necessarily. We just talked about
9 it.

10 Q You mentioned the attendance program, I guess, it sounds
11 like a computer program. You're familiar with the Las Vegas
12 area attendance policy?

13 A Yes.

14 Q Do you -- were you involved in formulating that policy for
15 the Las Vegas area?

16 A If I can look at it because I'm not sure of the date.

17 Q Sure you can look at it. I believe its Employer Exhibit
18 7. And that's kind of a packet. I think it's about a quarter
19 of the way through.

20 A Is it the attendance policy or which policy?

21 Q The attendance policy effective 1/15/17.

22 A Okay. So yes, I was here in '17, yes.

23 Q So this was a -- this as I've heard it described is an
24 attendance policy that is in effect for all of the facilities
25 in the Las Vegas area; is that correct?

1 A Yes, it is.

2 Q And it was formulated I hear for the Las Vegas area; is
3 that correct?

4 A Yes.

5 Q And are you aware why there's a single attendance policy
6 for the Las Vegas market, I'll use market instead of area. The
7 Las Vegas market instead of individual attendance policies at
8 each of the individual locations?

9 A To ensure that we're consistent among the different
10 business units.

11 Q Why is it important to be consistent among the different
12 business units if they're separate units?

13 A Because, you know, we are, you know, in the same vicinity
14 so it's important for us to, you know, our attendance is
15 something that is important to be consistent with, you know,
16 the corporation looks at us to be consistent in the area.

17 Q Are there any other policies that you can think of that
18 were formulated on the basis of the Las Vegas market?

19 A Probably the vacation and PTO policy.

20 Q Tell me about that. Is that -- so that's -- is that the
21 next page here?

22 A Yeah.

23 Q So that was formulated at the Las Vegas level, the Las
24 Vegas market level?

25 A Yes.

1 Q Do you know why it was formulated at the Las Vegas market
2 level?

3 A I'm not sure how long ago this was developed but it's
4 something that has been developed over time. I'm not sure at
5 what point it was generated but the why is the same as I said
6 about the attendance policy. It's so we're consistent among
7 different business units in Las Vegas.

8 Q Okay. Thanks. Do you know how long, I don't know if you
9 do or not, you've been here since 2007, how often Teamsters 631
10 has represented a bargaining unit of drivers and mechanics and
11 other employees?

12 A I'm not sure how long.

13 Q Certainly since 2007, since you've been here; correct?

14 A Correct.

15 Q And is there -- grievances, I guess, get filed from time
16 to time; correct?

17 A Yes.

18 Q What's the process for handling those grievances in terms
19 of processing them from the company's point of view?

20 A When a grievance is filed it is faxed to me and emailed to
21 me and I collect that and distribute it out to the general
22 managers and HR in Las Vegas and then after that if it's
23 involving Apex then we would meet with the business agent to
24 discuss the grievance at step two. Then if it got to the third
25 step then we would involve the general manager at that point

1 and meet again.

2 Q So let me repeat what you said, so you -- they get faxed
3 -- the grievances arrive by fax and you handle forwarding them
4 to whether it's Henderson, Apex or Cheyenne, you forward it to
5 the HR person at any of those three locations; did I get that
6 right?

7 A So it comes in email and fax.

8 Q Okay.

9 A So I send it out to everybody. All business units.

10 Q Okay.

11 A HR and GMs.

12 Q And then from there on, it's your testimony that they are
13 addressed in the steps at the level of the facility?

14 A Correct.

15 Q Do you ever get involved with a grievance that's being
16 processed at a different facility?

17 A Rarely.

18 Q When you do get involved, what are the circumstances that
19 would lead you to be involved?

20 A In the last year or so I've only been involved recently in
21 one where they asked me to come in because the grievance
22 involved the general manager so they asked me to come in
23 because the third step usually involves the general manager,
24 and so they asked me to come in to sit on it.

25 Q I see. Any other times that you can recall?

1 A Not in recent -- it's probably been a year since -- that I
2 can recall I've sat in on grievances.

3 Q The -- in terms of bargaining, let me just ask you --

4 A Can I just clarify that?

5 Q Yeah, please.

6 A So, I mean, I'm talking about if I have a grievance at
7 Apex, I sit in on all of those.

8 Q I get that.

9 A And if you're referring to if I sit in on other sites, the
10 answer is not normally, just that once referenced. Okay. I
11 just wanted to clarify.

12 Q That's -- thanks for the clarification. Do you answer to
13 somebody in the area office?

14 A Yes.

15 Q Is that Mark Prochaska?

16 A It is.

17 Q And does Mark Prochaska weigh in on human resources
18 questions, say involving Apex or the recycle center?

19 A Yes.

20 Q And what -- how does he do that? What kinds of things
21 will he weigh in on?

22 A If I have an employee issue that is something that I
23 need to know -- he needs to know about, I'll make him aware.
24 If we get -- if I have a potential termination, I'll run it
25 past him.

1 Q When you have a termination you run it past him. What's
2 the purpose of running it past him?

3 A He's my boss.

4 Q Does he give you authorization to proceed with the
5 termination?

6 A He listens to my recommendations and supports my decision,
7 but depending on if the general manager -- when the general
8 manager and I talk about it and we are recommending
9 termination, he'll support that decision based on the
10 information that I provide.

11 Q Well, does he ever say, "No, I don't think that's the
12 right step" and you go with what he proposes instead?

13 A He may make an alternative proposal. I can't think of a
14 particular example, but you know, it's a conversation that we
15 have.

16 Q Okay. Has he ever, to your recollection, overridden a
17 decision that the facility had proposed?

18 A Not to my recollection.

19 MR. MYERS: One moment, please. We're at P-5.

20 **(Petitioner Exhibit Number 5 Marked for Identification)**

21 Q BY MR. MYERS: I've just handed you a document marked P5
22 that was provided to us in response to the subpoena. Do you
23 recognize this document? Obviously it's been redacted, but
24 with that in mind, do you recognize what this is?

25 A I do.

1 Q What is this?

2 A This is an example showing our compensation planner that
3 we used to process merit increases.

4 Q So it's -- it is the -- I guess the computer portal is
5 called the Compensation Planner; is that -- did I say that
6 right?

7 A Yeah, it's through our learning and talent portal and it
8 is -- the compensation -- it's called the Compensation
9 Planner.

10 Q And who generates the information on this document?

11 A So the employees are loaded probably by corporate. The
12 reviews are dropped in here based on what the management team
13 at the local sites give the -- those ratings are dropped in
14 this also.

15 Q Uh-huh.

16 A And then corporate sets the bans. They give us an
17 estimate of -- based on the merit review rating, they would
18 say, you know, if it's a meet expectations they would drop in
19 one and a half percent for an example and then we could adjust
20 according to what the pool of money is.

21 Q Let me run these -- unfortunately the original wasn't
22 terribly clear, so the copy's a little less clear. The first
23 column says, "Employee name." That's clear enough. The second
24 says, "Title." That's the classification. The third is,
25 "Proration." Do you know what that means?

1 A Yeah, so that is the proration on the amount that they
2 would receive. So if somebody just started, then they prorate
3 that amount based on the number of months that they worked in
4 the year.

5 Q I see, so that's based on -- 100 percent means they worked
6 12 months?

7 A Right.

8 Q "Current rate," that's the rate that they were paying
9 prior to this adjustment?

10 A Correct.

11 Q "Units per year," that's 2,080 hours -- I'm sorry, 2,080
12 hours constituting what seems to be estimated a year's pay?

13 A Yeah, those are fulltime hours.

14 Q Right. So you derive at annual salary based on that units
15 per year, correct?

16 A Yes.

17 Q "Current pay as of midpoint." I'm not sure what that
18 means. It says, "Not applicable." Do you know what that
19 means?

20 A "Current pay as" --

21 Q "Current pay as percentage of an employee?"

22 A What does it say? I can't -- "Current pay as" --

23 Q Oh, yeah. It says, "Current pay as percentage of
24 midpoint."

25 A Honestly, I'm not sure what that means at the moment. I'm

1 not sure what that says, "NA."

2 Q That's fine. And then it says, "Merit increase
3 guideline," and it says, "125 percent."

4 A That's 1.25.

5 Q 1.25 percent to 2 percent.

6 A Uh-huh.

7 Q Who derives that increase guideline?

8 A Corporate drops that in.

9 Q And then -- okay. So, in other words, corporate
10 recommends that the wage be increased between 1.25 percent of
11 the current wage up to 2 percent of the current wage; is that
12 right?

13 A Correct, and then you'll see that there's somebody who's
14 got a prorated amount, and that amount is lesser merit
15 increase.

16 Q Because that person wasn't --

17 A Right.

18 Q -- there the full year?

19 A Yep.

20 Q Then the next column is, "Recommended merit increase."
21 What is that?

22 A That's based on the percentage. If it's one and a half
23 percent then it would throw in that dollar amount.

24 Q If it's one and a half percent. What do you mean by if
25 it's one and a half percent?

1 A Actually, this is recommended, so this is turning -- I'm
2 sorry, this is very difficult to read.

3 Q Yeah, I apologize. I wish the original was clearer.

4 A That's okay. I mean, I am familiar with the sheet, it's
5 just -- so the 1.25 percent to 2 percent equates into a certain
6 dollar amount, so that would be 1. -- whatever that is to one
7 dollar and -- so it's turning that percent into a dollar
8 amount.

9 Q All right. But they're giving 2 percent on -- I don't
10 quite -- because it's either -- it's 1.25 up to 2, so there
11 could be two dollar amounts. Maybe I'm not understanding that.

12 A You know, honestly, without seeing the actual sheet, I'm
13 not sure what that is. You know, I'm assuming that's the 1.25
14 percent to 2 percent, that's turning that into a dollar amount.

15 Q Okay. And I noticed that this is called, "Recommended
16 merit increase." Whose recommendation is that?

17 A That would be corporate dropping that in.

18 Q Okay. And then there's a market adjustment. Can you tell
19 me about that?

20 A So if we were to make some -- an adjustment that's over
21 the 2 percent, for instance, then we would make an adjustment
22 there. So say we wanted to give somebody 3 percent, then we
23 would add another percent into that column.

24 Q If you added somebody, put them up to 3 percent, would you
25 then have to make a corresponding deduction of somebody else's

1 in order that you not go over the block of money that you have
2 to distribute?

3 A Yes, that's true.

4 Q So the block of money that you have to distribute is
5 determined by corporate? You don't change that?

6 A Correct.

7 Q And then -- so then in the final, over here on the
8 right-hand column, there's something called, "Total increase."
9 What are those numbers going down?

10 A The total increase is the merit increase plus the market
11 adjustment, and that's a dollar amount, and then the percent
12 increase.

13 Q I see. But and then the final rate is what it comes up
14 with when you add it to the old rate?

15 A The current rate, yeah.

16 Q Right. But I'm missing something in here. Where is
17 the -- you know, it seems to me if corporate is making a
18 recommendation, for example, for the first person that they be
19 increased .30 cents an hour, is there a -- is there a line item
20 that identifies where in this case, Mr. Rankin finally came
21 down on that and what his final determination was? Is that in
22 the total increase?

23 A Okay. I'm sorry, this -- okay. The -- so the 30 percent
24 -- the .30 cents is 1.85 percent.

25 Q Uh-huh.

1 A What was your question again?

2 Q Okay. Well, I'm just wondering, because you said that
3 that recommended merit increase, that was a recommendation by
4 corporate?

5 A No, that's -- I'm sorry. I'm now looking at this again
6 and so the .30 cents is what Jim dropped in there.

7 Q I see, so that's his recommendation?

8 A Yes.

9 Q Okay.

10 A I'm sorry, I thought this was based on the previous
11 percentages, but I was incorrect before.

12 Q Okay, I see. So that's his determination and --

13 A Yes.

14 Q -- it falls within that -- and then the next column shows
15 that it falls within that band of 1.25 to 2 percent?

16 A Correct. Yes, correct. Sorry, my apologies.

17 Q You don't need to apologize. This is -- it's not
18 necessary. The -- I see. So -- but it says, "Recommended
19 merit increase." That strikes me, that word, "Recommended," so
20 is he recommending this increase?

21 A He is.

22 Q All right. So it sounds like somebody else is going to
23 make the final call on that; is that right?

24 A Yes.

25 Q Who makes the final call?

1 A This gets rolled up to the area and then they approve or
2 make alterations and then it gets sent to corporate.

3 Q I see. So the final call for what the increase is, is
4 made at the area level, not even at the facility level; is that
5 correct?

6 A Based on the budget poll of money that the general manager
7 has, they are making the recommendations for the increases that
8 they're giving their employees, so they make that final
9 approval at that stage.

10 Q Who? Who's they?

11 A The general manager makes that approval at this stage.

12 Q All right. They make the final approval at this stage,
13 but at this stage it's a recommended merit increase? It
14 doesn't become the actual merit increase until somebody else
15 approves it; is that right?

16 A Correct.

17 Q And who approves it? Who's that person?

18 A It could be different people at the area level. There are
19 some controllers that roll up to the area controller, some roll
20 up to the area president.

21 Q Okay. Thank you for your explanation of P-5.

22 MR. MYERS: I would move for its admission.

23 HEARING OFFICER SMITH: Any objection?

24 MR. DITELBERG: No objection.

25 HEARING OFFICER SMITH: Petitioner's 5 is received.

1 **(Petitioner Exhibit Number 5 Received into Evidence)**

2 **(Petitioner Exhibit Number 6 and 7 Marked for Identification)**

3 Q BY MR. MYERS: I've marked -- I've handed you what's
4 marked as P-6 and P-7. Do you recognize these documents?

5 A Yes.

6 Q What are these documents?

7 A Job descriptions for the gate attendant/scale operator,
8 and the job description for the paper picker.

9 Q Are these generated at the area level, the corporate
10 level, or the local level?

11 A Corporate.

12 Q So is that to say that these job descriptions can apply at
13 any facility across the country?

14 A That is correct.

15 Q Do you have local job descriptions?

16 A No.

17 Q Now, I guess you don't have local job descriptions, but
18 you can fine tune the job requirements for the local
19 conditions; is that a fair statement?

20 A We usually try to work within the guidelines of the job
21 description. Sometimes there are additional duties that could
22 be added on to a job.

23 Q Okay. I mean, I'll take an example, one -- the third
24 bullet point in the gate attendant scale operator, rather the
25 fifth bullet point. If you look at that, it says, "Document

1 the waste entering the facility utilizing truck scales and
2 computer systems." Do you see that?

3 A Yes.

4 Q And if I understand the testimony -- well, it's been a
5 long week, so correct me if I'm wrong, but at Henderson and at
6 Cheyenne, they don't actually use the truck scales and computer
7 systems, they use a yardstick; is that correct?

8 A They measure the loads. I don't know if they then enter
9 it in somewhere to produce a ticket, so they would use a
10 computer system to generate a ticket.

11 Q Okay. So there might be a little -- whereas I guess at
12 Apex you're probably more familiar since you're there all the
13 time at the gatehouse there, they are actually using -- they
14 are using the scales there?

15 A Correct.

16 Q And the paper picker job description, is that the same?
17 This is also a corporate job description?

18 A Yes.

19 Q Does it appear generally accurate based on your knowledge
20 of what they do at the Apex Landfill?

21 A Yes.

22 MR. MYERS: Okay. I move for the admission of 6 and 7,
23 please.

24 HEARING OFFICER SMITH: Any objection?

25 MR. DITELBERG: No.

1 HEARING OFFICER SMITH: Petitioner's 6 and 7 are received.

2 **(Petitioner Exhibits Number 6 and 7 Received into Evidence)**

3 MR. MYERS: One moment. I may be done. Let me just look.

4 Your Honor, I have one here, I'm going to do that, and
5 then I'm going to check -- I have these three more --

6 THE WITNESS: Did you need to go --

7 MR. MYERS: Did I mean to give those to you? No. Am I
8 running out of brain space? Yes.

9 HEARING OFFICER SMITH: We'll go off the record for a
10 second.

11 (Off the record at 5:23 p.m.)

12 Q BY MR. MYERS: The -- ma'am, the dispatcher position
13 description is P-9. Do you see that?

14 A Yes.

15 Q Again, is this generated by corporate?

16 A Yes.

17 Q Do you generally try to adhere to this position statement
18 -- description?

19 A Yes.

20 Q Can there be individual variation based on the
21 circumstances at a local facility?

22 A Yeah, there can. It depends on, you know, the size of the
23 facility and what positions they have available to them.

24 Q If you look at P-10, is this -- this a job description for
25 the op clerk, operations clerk?

1 A Correct.

2 Q Is this a generally accurate statement of what operations
3 clerks do?

4 A Yes.

5 Q I know that one of the individual variations, it seems
6 like you have an op clerk, Mr. Schoolman, who operates the
7 scales, but does so inside the dispatcher's office or near the
8 dispatcher's office. Do you -- is that correct?

9 A That's -- yeah, Calvin's --

10 Q That's at Henderson?

11 A Henderson.

12 Q I'm sorry, I -- but you were here during that testimony?

13 A Yes.

14 Q The -- but at the same time -- okay. Fine.

15 MR. MYERS: I'll move for the admission of P-9 and 10.

16 MR. DITELBERG: No objection.

17 HEARING OFFICER SMITH: P-9 and 10 are received.

18 **(Petitioner Exhibit Number 9 and 10 Received into Evidence)**

19 HEARING OFFICER SMITH: I don't know that you offered
20 Petitioner's 8.

21 MR. MYERS: I'll move for 8. 8 was what? I'm sorry,
22 the --

23 HEARING OFFICER SMITH: That was the division human
24 resources description.

25 MR. MYERS: Oh, I was going to get back to that one.

1 Sorry. Where's 8? Here.

2 Q BY MR. MYERS: Sorry, lastly, P-8, is this your job
3 description?

4 A Yes.

5 Q Okay. The one thing that struck me, I even put a little
6 asterisks, that's not original to the document. It says,
7 "Coordinates with division operations and corporate
8 regional area, human resources staff regarding all
9 employment activity, hiring, employee relations,
10 compliance, terminations, et cetera, within the
11 division."

12 Do you see that?

13 A Yes.

14 Q Is that an accurate statement? Do you coordinate with the
15 division operations and the corporate regional area, human
16 resources staff regarding those activities?

17 A I work with my division operations for those activities.

18 Q Well --

19 A This position may also be at corporate region area, so
20 that might be -- they're saying the division to our manager
21 would interact then with corporate region at a different
22 location. But as far as business unit, I coordinate those
23 activities on a division level.

24 Q I don't understand. Are you a division HR manager?

25 A Yes.

1 Q So this is your job description?

2 A Correct.

3 Q And it says it -- you coordinate with division operations,
4 so that's what the division staff, but also with corporate
5 regional and area HR staff regarding those employment
6 activities. Are you saying you don't do what it says here?

7 A No, what I'm saying is this division HR manager might also
8 be housed at corporate, so then they would interact on a
9 corporate level.

10 Q I see you have division HR managers housed at corporate?

11 A Yes.

12 Q Don't you have the -- I mean, there is an area HR
13 director, isn't there?

14 A Yes.

15 Q At the area. Is it -- I see, is that corporate office a
16 division?

17 A I'm not sure. I don't know what they call it actually.

18 Q That's fine.

19 MR. MYERS: No further questions. I'll move for P-8 since
20 it's marked.

21 MR. DITELBERG: No objection.

22 HEARING OFFICER SMITH: Petitioner's 8 is received.

23 **(Petitioner Exhibit Number 8 Received into Evidence)**

24 MR. MYERS: I have no further questions of this witness.

25 HEARING OFFICER SMITH: Anything on cross?

1 MR. DITELBERG: Just a few.

2 **CROSS-EXAMINATION**

3 Q BY MR. DITELBERG: Could you describe the autonomy that
4 the business unit general managers have with respect to hiring
5 and firing discipline in other terms and conditions of
6 employment?

7 A They have total responsibility and accountability for
8 hiring, firing, you know, who they staff, discipline. So
9 they're in control of that.

10 Q Okay. And I know there's -- the term, "Las Vegas Market"
11 was used with respect to certain policies, attendance,
12 vacation, PTO. Would the use of that term include -- also
13 include the Laughlin, Sahara, and recycle facilities?

14 A I'm not sure what -- yes, it would include Laughlin, I
15 guess, if some of those policies would affect, you know, the --
16 yeah.

17 Q Okay. Now, with respect to the merit wage determinations
18 that were reflected in Exhibit P-5, I note in the exhibit that
19 that was Mr. Rankin's?

20 A Uh-huh.

21 Q Are those determinations done on a business unit by
22 business unit basis?

23 A They are.

24 Q Okay. And does a business unit general manager have the
25 discretion to give individual merit determinations?

1 A Yes.

2 Q Okay. And you indicated that, you know, they were -- I
3 don't know whether it was, you know, reviewed or, you know,
4 examined or, you know, looked at by somebody in the area; is
5 that correct?

6 A Correct.

7 Q You know, based on your knowledge and experience, does
8 that area authority routinely accept the recommendations of the
9 business unit general manager?

10 A They do. They're looking for anomalies, something that's
11 really outside the band. There's an area on that sheet where
12 you can put in comments to explain something that's outside the
13 band. So they're looking for things that -- or -- and/or if
14 the general manager accidentally went over that pot of money
15 that they have. So they're looking for things that stand out,
16 but in general, they are approved.

17 Q Okay. And do you have any supervisory authority over the
18 human resources managers at Henderson and Cheyenne?

19 A No.

20 Q And I don't know if it's clear on P8, so there's a
21 position title division human resources manager, and I know a
22 number of terms like area and division and so forth have
23 occasionally been used in different ways in this hearing. You
24 know, for example, you know, there's been testimony that a
25 division is a subunit or a sub-grouping of a business unit. Is

1 that how division is used in this job description?

2 A You know, honestly, the division probably -- you know,
3 that's -- it's more of a business unit HR manager, so you know,
4 I handle business unit, so it's not -- in that perspective it's
5 not - it should be a business unit HR manager.

6 Q Okay. Thank you.

7 MR. DITELBERG: That's all I had.

8 HEARING OFFICER SMITH: Any other questions on recross?

9 MR. MYERS: No questions. Thank you.

10 HEARING OFFICER SMITH: I have no questions. Witness is
11 excused. Thank you.

12 THE WITNESS: Thank you.

13 MR. MYERS: Tony, I don't know if it makes sense before
14 going to closing, I don't know if there's any other
15 housekeeping; for example, you know, we had, you know, proposed
16 election locations, and I don't know if we need confirmation of
17 payroll and eligibility, just, you know, some of that other
18 good administrative stuff, you know, election hours and --
19 Tony, do we really have to leave at 6:00? I mean, I -- there's
20 that housekeeping stuff, but you know, I don't know if we're
21 limited to ten minutes each side on closing or if we have to
22 just give the closing without any preparation. You know,
23 because I -- as much as I would love to try to catch the last
24 flight back to the Bay Area tonight, you know, I don't want to,
25 sort of race through it.

1 HEARING OFFICER SMITH: Let me check because this is
2 exactly the situation why we weren't going to stay over was
3 because we'd come up then on the timeline to not extend beyond
4 it.

5 MR. MYERS: Yeah, I mean, it just seems like the time
6 limit --

7 HEARING OFFICER SMITH: So give me -- give me --

8 MR. MYERS: If the time limit can be used then, because
9 the gentleman says somebody has to fly out tomorrow, you know,
10 that seems also not --

11 HEARING OFFICER SMITH: Let me check.

12 (Off the record at 5:33 p.m.)

13 HEARING OFFICER SMITH: Okay. So we're back on the
14 record. Is it the Petitioner now rests its case?

15 MR. DITELBERG: Yes, we do. Thank you.

16 HEARING OFFICER SMITH: Okay.

17 Now as far as some other outside issues, can I get the
18 parties' positions as far as election times and locations that
19 the parties would suggest? I mean, obviously the dates going
20 to be set and it's in the direction of election.

21 But for the Petitioner, what times are you requesting for
22 an election and what locations?

23 MR. DITELBERG: All right. Let me --

24 HEARING OFFICER SMITH: And maybe it would make more sense
25 if we actually start with the Employer, since the Employer has

1 the facility.

2 MR. DITELBERG: Right. So with respect to location, I
3 think we would propose for each of the locations. They have
4 safety training rooms and it's my understanding that those are,
5 you know, rooms that would be, you know, good locations away
6 from management areas. You know, it could be sufficiently
7 segregated and so forth.

8 HEARING OFFICER SMITH: So there's a safety training room
9 at each of the three locations?

10 MR. DITELBERG: Yes, there is.

11 HEARING OFFICER SMITH: Is there one at Laughlin in case
12 Laughlin would end up being involved?

13 MR. DITELBERG: I do not know.

14 MR. CLINKER: They have a break -- they have a break room
15 where they could hold an election for those three employees.

16 MS. HUNSBERGER: It's not segregated though, so just -- I
17 mean, we'd have to, you know, make sure that everybody was
18 removed during that time.

19 MR. CLINKER: We can close that office for that window of
20 time.

21 MS. HUNSBERGER: Yeah.

22 MR. CLINKER: That area and take care of our customers out
23 front if we had to.

24 MS. HUNSBERGER: We can figure out another plan.

25 HEARING OFFICER SMITH: So safety training rooms for the

1 three locations, the Henderson, Apex, and Cheyenne, and a
2 break room for Laughlin if that became necessary; is that
3 correct?

4 MR. CLINKER: Yes.

5 HEARING OFFICER SMITH: Okay. And what about times for an
6 election that would cover the units?

7 MR. DITELBERG: Yes, we had proposed times, you know,
8 trying to, you know, take into account, you know, shift changes
9 and availability and, you know, a number of employees and so
10 forth. I guess what I'd need to ask, you know, my folks is
11 whether those were key to specialty to a Wednesday, which is
12 what we had proposed for an election date or whether there
13 would be any particular changes if the election were to be
14 directed on a different day of the week.

15 HEARING OFFICER SMITH: Okay. If you could find that out?

16 MR. DITELBERG: Do you understand the question? The hours
17 that we were proposing to the Region for the election were, you
18 know, at least based on a Wednesday election. What I don't
19 know --

20 MR. CLINKER: That's when we have the most people
21 available.

22 MS. HUNSBERGER: That's when we have the most people.

23 MR. CLINKER: We could get everybody done in one day on
24 Wednesday.

25 MR. DITELBERG: Maybe the question is whether the Union

1 has an objection to Wednesday as an election date.

2 HEARING OFFICER SMITH: Well, we don't know what the
3 ultimate dates and times are going to be set, you know, in the
4 decision and direction of election, so it's the Employer's
5 requesting Wednesday?

6 MR. DITELBERG: We are requesting a Wednesday, yes.

7 HEARING OFFICER SMITH: Because most of the employees work
8 on Wednesday?

9 MR. DITELBERG: Yes.

10 MR. CLINKER: Apex can get their employees there.
11 Cheyenne said that either way, it works for Wednesday because
12 they'd have to bring in three other employees and they have
13 three working, or the same number and the same thing for
14 Henderson.

15 MS. HUNSBERGER: I'm not sure about Cheyenne. I mean,
16 you -- the schedule we proposed was for a Wednesday, so that's
17 when all three sites had most employees there.

18 MR. CLINKER: We all coordinated when it was easiest to
19 bring those folks in.

20 HEARING OFFICER SMITH: Okay.

21 MR. MYERS: And if I can raise the issue, I -- we've
22 learned that there's a Searchlight facility where some of the
23 gate attendants actually go all of the way out there, and now
24 we've come to learn that there's a couple facilities out of
25 Cheyenne where they go. So they're actually not at that

1 location on the days that those places are open and that
2 they're covering those places.

3 MR. FRANCIS: Thursday, Friday, Saturday at Searchlight.
4 So Wednesday, that's the reason why we went with Wednesday.

5 MR. MYERS: Do you know Thursday, the Saturday over there?

6 MR. FRANCIS: Yes.

7 MR. MYERS: And what about the --

8 MS. HUNSBERGER: I think they start --

9 COURT REPORTER: I'm sorry, guys. It's very hard to pick
10 you up from the back of the room, especially not identifying
11 yourselves. So it would be better if the attorneys speak
12 because I'm trying to get the transcript correct.

13 MR. MYERS: Should we do this off the record?

14 HEARING OFFICER SMITH: Yes.

15 (Off the record at 5:40 p.m.)

16 HEARING OFFICER SMITH: Okay. Back on the record. Off
17 the record, the parties had a discussion where both parties
18 agree that the best day of the week for an election would be
19 Wednesday, based on the other commitments that the employees
20 may have that may take them away from the facility other days
21 of the week, but Wednesday being the best day of the week.

22 And the parties also agreed for the following election
23 times for Apex from 2:00 p.m. to 6:00 p.m. For the Cheyenne
24 facility, from 10:30 a.m. to 1:30 p.m. For the Henderson
25 facility, from 12:00 p.m. to 3:00 p.m. And at the Laughlin

1 facility, if it becomes necessary, from 12:00 p.m. to 1:00 p.m.

2 The parties had also discussed that the Employer's payroll
3 is weekly. It runs from Sunday through Saturday. It's for the
4 purposes of establishing the weekly pay ending date for the
5 purposes of establishing election.

6 Anything further before we go to closing statements?

7 MR. DITELBERG: Not from the Employer.

8 MR. MYERS: Not from the Union. Thanks.

9 HEARING OFFICER SMITH: Okay. Why don't we start with the
10 Employer with your closing statements?

11 MR. MYERS: Can we take -- I know we're time sensitive.
12 Can we take a couple of minutes to pull things together? It's
13 been a ton of material.

14 MR. DITELBERG: Also I wasn't sure in light of the
15 residual unit issue that was raised whether really the Union
16 should be stating its position on that first, at least on that
17 issue.

18 HEARING OFFICER SMITH: Let's go off the record.

19 (Off the record at 5:52 p.m.)

20 HEARING OFFICER SMITH: Okay. At this time I'm going to
21 solicit closing arguments if the parties want to make them,
22 starting with the Petitioner.

23 MR. MYERS: Yes, thank you, Mr. Hearing Officer. I think
24 that at the outset, the good news in this proceeding is that
25 the -- there is much that the Employer and the Petitioner agree

1 about. The Employer and the Petitioner agree that the -- that
2 it's an appropriate -- that it is appropriate for gate
3 attendant/scale operators and paper pickers to participate in
4 this election and that the parties agree that other
5 classifications of nonunion employees should not participate in
6 this election.

7 Now, we may differ in how we get there in terms of the
8 legal analysis, but we, I think agree on those basic
9 principles. And so with respect to our legal analysis and how
10 we get there, I'm going to start with, I think the strongest
11 point, and in fact, the irrefutable point that is expressed in
12 cases such as Warner Lambert and St. Vincent Charity Hospital
13 that when an incumbent union seeks to add a group of previously
14 unrepresented employees to an existing unit, the Board should
15 conduct a self-determination election.

16 In that election, if a majority of the employees vote
17 against representation, they are considered as indicating a
18 desire to remain unrepresented. But if a majority vote for the
19 Petitioner, then in that case they are deemed to have indicated
20 their desire to become part of the existing unit and to be
21 represented by the Petitioner. This was the Board's holding in
22 Warner Lambert Company 298 NLRB 993, a decision from 1990.

23 Other cases that reflect that principle are Mt. Sinai
24 Hospital 233 NLRB 507 from 1977, and I'm sure that the Hearing
25 Officer independently can find other cases expressing that

1 position.

2 The -- more recently, the Board in St. Vincent Charity
3 Medical Center, which is 357 NLRB 854, a 2011 decision,
4 specifically discussed the interplay between the residual unit
5 principle and the self-determination election of the kind that
6 is appropriate here. The Regional Director, in directing the
7 election, had directed -- had applied the residual unit
8 principle and determined that it was necessary to include in
9 addition to the classifications that the Union had petitioned
10 for other unrepresented classifications.

11 And the Board explained that -- I'm going to quote from
12 the decision at page 855:

13 "We find that the Regional Director aired in
14 finding that where the Petitioner is seeking a
15 self-determination election to determine whether the
16 employer's phlebotomists" -- that's for the petitions
17 for classifications -- "desire to be included in its
18 existing unit and is not seeking to represent them in
19 a separate residual unit. The Petitioner's,
20 nevertheless, required to include all remaining
21 unrepresented employees residual to the existing
22 unit."

23 In other words, that was the Regional Director's
24 reasoning, that the Petitioner in that case was required to
25 include all remaining unrepresented employees residual to the

1 existing unit.

2 Rather, the Board said, quote, "We find that the petition
3 for phlebotomist constitute an appropriate voting group for a
4 self-determination election."

5 It went onto discuss the precedent going back to Armor
6 Globe, whose case cite I previously provided and it's available
7 in this decision. The Board wrote,

8 "In Armor Globe self-determination election, which
9 the Petitioner seeks here, undeniably avoids any
10 proliferation of units, much less undue proliferation
11 because it does not resolve in the creation of an
12 election in a separate additional unit. Rather, an
13 Armor Globe election permits employees sharing a
14 community of interest with an already represented
15 unit of employees to vote whether they wish to be
16 added to the existing unit."

17 Well, that's precisely what we think -- we seek here. And
18 we seek that really -- the only showing we need to make to get
19 that is that the petition for classifications of employees
20 share a community interest with the existing bargaining unit,
21 and the Regional Director has taken extensive evidence
22 concerning the existing bargaining unit. Obviously in the most
23 simple terms, it's a bargaining unit that encompasses all three
24 of the locations that -- where gate/scale operators and paper
25 pickers are employed.

1 The evidence has shown that at the Cheyenne yard, only
2 gate/scale operators are employed. There are no paper pickers.
3 That's also the case with -- at Henderson. But I think it's
4 important. I think the testimony of one of the general
5 managers, I believe from Henderson, made clear that the utility
6 1 position is essentially covering much of the same work as the
7 paper picker job. I mean, sure, there's a difference in a
8 landfill where, you know, it's a big open space versus perhaps
9 in a more contained space, but the essential job is to collect
10 litter.

11 In fact, I believe the testimony was over at Apex where
12 they have the paper pickers, they actually have a utility
13 worker also collecting paper, but using a machine to do it.
14 Well, the essential function is the same in both cases and I
15 think that the workers there are effectively performing the
16 same job functionally.

17 The gate/scale operators also share a community of
18 interest with the larger unit by a virtue of the fact that in
19 every case, in all three yards, they are supervised within a
20 chain of command by a series of supervisors and operations
21 managers who spend most of their time supervising bargaining
22 unit members. That is in the -- at Cheyenne, there's heavy
23 equipment operators under the supervision of Armando Teijeiro.

24 HEARING OFFICER SMITH: At which yard?

25 MR. MYERS: At Cheyenne. And there are also utility

1 workers under the union utility workers under the supervision
2 of Armando Teijeiro. And functionally they're all providing
3 for the same integrated test. They're contributing different
4 pieces to an overall task of bringing material into the
5 transfer station and making sure that it is deposited into the
6 pit held within the transfer station area itself in a way that
7 is safe and done correctly.

8 Thus, these gate/scale operators greet the public as it
9 were in -- at that interface, collect the payment and if
10 there's payment involved and measure the amount of material
11 that is coming in. They then direct it up to the building that
12 houses the pit where other gate/scale operators performing
13 under the vernacular term "spotters," guide that public in so
14 that they can dump safely, and in so doing, they coordinate
15 with the equipment operators who are working in that area in
16 order to assure that the equipment operators can then come in
17 and bulldoze the material into the pit and that the public
18 customers are removed at that point.

19 So it's not by any accident that the employer refers to
20 all of these positions as outside employees. It's not by any
21 accident that all of these positions are under the supervision
22 of the same facility manager.

23 We move over to Henderson, we have the same situation.
24 Andrew Enk is the operation manager who supervises the
25 gate/scale operators there just like the gate/scale operators

1 there. Just like the gate/scale operators at Cheyenne. These
2 employees interact with the public coming in, but they also
3 serve as the traffic control employees for the public once they
4 get into the dumpsite. And in doing that, they communicate
5 with the loaders, the operators of the dozers who are working
6 in the pit.

7 They, themselves, get on equipment and push the material
8 into the pit, and if there's too much material, they call in
9 one of the dozers who are obviously operating much bigger
10 equipment, but doing the same task, making sure that this
11 material is deposited in the pit in a way that's safe for both
12 the employees and for the public and is done efficiently. It
13 is no accident, once again, that they fall within the same
14 supervision.

15 I don't think there'd be any question -- well, I'll get to
16 that in a minute. Let me say quickly about Apex; Apex has
17 gate/scale attendants and paper pickers. The gate/scale
18 attendants here perform a slightly different task because of
19 the nature of the operation. They are -- they don't work
20 really around anyone physically. Of course, when you're in
21 2,800 acres, it's hard to work around anyone physically. But
22 in this case, they are working -- they're sort of literally the
23 gatekeepers. The public comes in and the third-party comes in.
24 The third-party customers come in and the gate/scale attendants
25 process their paperwork, weigh the material, and then send it

1 up to the landfill.

2 We've had testimony that there's actually special
3 provisions that they're responsible and training -- trained to
4 do to ensure that the third-party customers or the public that
5 comes in is provided with safety equipment, vests and so forth
6 so that when they're driving on the landfill property that they
7 are safe.

8 All of that -- that task, even though they are not working
9 in communication, for example, the heavy equipment operator, is
10 done as part of the same coordinated effort and the same job in
11 terms of bringing in refuse that's going into the landfill.
12 They're the first, literally the gatekeepers.

13 All right. And their job is to initiate that process, but
14 they are integrated into this chain in such that because
15 they're doing what they're doing, the bull -- the dozers on the
16 other end are doing what they're doing in terms of moving the
17 equipment, compacting the equipment, building the landscape or
18 the landfill and everything else.

19 So -- and the paper pickers are quite literally out there
20 on the landfill face itself, picking up paper, doing the same
21 thing, I would submit, that utility 1 workers do at Henderson
22 and at Cheyenne. The just are not using heavy -- heavier
23 equipment or any equipment, electrical equipment to do it. But
24 they're performing a custodial function. In fact, we heard
25 testimony that when they're not doing that they're actually

1 cleaning up the -- they might be the scales. They were
2 apparently until recently cleaning the bathrooms, which is
3 utility 1 work. They perform other sort of, I guess, ancillary
4 functions, that are all integrated into the operation of the
5 yard.

6 And therefore, once again, it's no accident that all of
7 the -- both the paper pickers and the gate/scale attendants
8 fall under the same unified chain of command leading up to Paul
9 Yelinek, the operations manager at the landfill, who at the
10 same time oversees all the heavy equipment operators and other
11 classifications responsible for receiving and placing the
12 refuse material into the landfill.

13 I don't think there would be any question if the Union
14 today, this was a totally non-union facility and the Union
15 petitioned for, let's just say, any one of these units and
16 tried to put the paper pickers in and the gate/scale operators
17 in with the equipment operators and the utility employees and
18 the drivers and the mechanics and everybody else, there would
19 be no question but that this would be an appropriate unit. In
20 that regard, it doesn't have to be the most appropriate unit;
21 it simply has to be an appropriate unit.

22 And it is clear, I think beyond reasonable dispute, that
23 there is a community of interest between the petitioned-for
24 classifications and the existing unit. Therefore, under Warner
25 Lambert and under St. Vincent Charity the discussion stops

1 there. A self-determination election, since we're asking for
2 it, should be directed.

3 Now I'm going to move on and address the second issue,
4 which is the issue -- well, originally a lot of discussion of
5 the applicability of the principle of the residual unit. You
6 know, I don't know if the residual unit principle has been
7 applied in these circumstances before where it is the incumbent
8 unit the Union is seeking represent these classifications of
9 employees. I will note in the cases that were provided,
10 pointed out to us by the Hearing Officer, Carl Buddig &
11 Company, 3278 NLRB 929; Fleming Foods, Inc., 313 NLRB 948; and
12 Milliken Plastering, 340 NLRB 1169. All of these case were
13 cases in which the petitioning unit was not the Union that
14 represented the existing unit. If you look at that, that's --
15 I don't need to provide in each case the details, but if I'm
16 looking at Carl Buddig, for example, the Petitioner was Local
17 710 of the Highway Drivers Union. The UFCW Local 546 was the
18 incumbent union unit.

19 I think that the Board's concern with the proliferation of
20 units, and hence its development of the residual unit
21 principle, was based on this idea, okay, well, you've a union
22 here and you're going to bring -- a second union is going to
23 come in and try to get the rest of it, well, they really ought
24 to try to get the rest of it; not just part of the rest of it,
25 but get the rest of it. And I'll say more about what "the

1 rest" means in a moment.

2 But that's out of the context in which at least cases are
3 addressing the residual unit doctrine. And the Board
4 specifically addressed that very point in St. Vincent's Charity
5 in language I cited earlier, where the Board said when we're
6 talking about an incumbent union, the concern over of
7 proliferation of slices of unions is not an issue because
8 you're going to have a self-determination election, at the end
9 of which you're still going to have one unit. Right?

10 There may be employees whom the Union did not seek during
11 that election that are still not going to be represented, but
12 it's not a situation where we're now going to have, you know,
13 the original unit plus the new unit plus another unit that
14 might come in. No. You're still going to have one unit. The
15 union may someday come and try to get those other employees,
16 but that's not the analysis under the self-determination
17 approach.

18 But turning to the residual approach, you know, to the
19 extent it might apply in some way here, a couple of things I
20 want to point out, it doesn't seem to be the case that -- well,
21 first of all, as you Hearing Officer is aware, the residual
22 unit principle provides where a portion of the workforce is
23 already represented, the Board evaluates petitions to represent
24 remaining employees.

25 First it determined whether the petitioned-for employees

1 share a separate and distinct community of interest apart from
2 the represented unit of employees. If the community of
3 interest of the petitioned-for employees is not separate and
4 distinct such as that they could not constitute an appropriate
5 separate unit, the Board then determines whether constitute an
6 appropriate residual unit. A residual unit is appropriate if
7 it includes all unrepresented employees of the type covered by
8 the petition. And I'm quoting there from Carl Buddig & Company
9 929 NLR -- I'm sorry, 328 NLRB at 930.

10 I don't mean to digress again back into the
11 self-representation doctrine, but I'm going to. If you read
12 the cases that I've cited, it does not need -- it does not have
13 to be the case -- I'm going to emphasize this -- that the
14 petitioned-for unit could itself -- need itself be an
15 appropriate unit. The petitioned-for unit can be entirely
16 inappropriate. But if it is being added onto an overall unit
17 that makes it -- with which there's a community of interest,
18 then it's proper to proceed with a self-determination election.
19 I think give an example of you can have a self-determination
20 election where the petitioned-for classification includes just
21 a single employee.

22 So if there's a single employee in a classification that
23 the Union contends shares a community of interest with the
24 incumbent unit, you can have that single unit election. Either
25 that person says yes or no. Obviously, in any other context

1 you couldn't have that unit of one employee but, in this
2 context you can. So you don't have to look at whether the unit
3 that we petitioned for is an appropriate one on its own terms,
4 just its community of interest with the existing unit.

5 But going back to the residual unit issue, again I'll
6 repeat a residual unit is appropriate if it includes all
7 unrepresented employees of the type covered by the petition.
8 What we learn when we read Carl Buddig is that you don't need
9 to include all unrepresented employees as a residual unit.
10 In that case the Board looked at a couple different
11 classifications, found that a couple of those classifications,
12 the linemen and the maintenance employees, needed to be part of
13 that residual unit. And it went on to find that shipping
14 supervisors also needed to be included in that unit. But the
15 Board decided the sanitation employees did not need to be in
16 that unit. Now, why? They were represented. They were not
17 part of the existing unit. What we learned from that is you
18 don't need to have every single unit, every single
19 classification.

20 The reason that the Board excluded the sanitation
21 employees was that they were sufficiently distinct and
22 homogenous that -- they were a sufficiently distinct and
23 homogenous group that could, if sought, constitute a separate,
24 appropriate unit. Therefore, they need not be placed in the
25 residual unit. So when we are looking at these classifications

1 of unrepresented employees here under a residual unit analysis,
2 we look to see if these unrepresented employees could have
3 their own community of interest and be the basis for a separate
4 unit. I think it's quite clear that the non-petitioned-for
5 classifications, and it looks like those are possibly the
6 dispatchers and the operation clerk and perhaps the -- there
7 are some Dossier clerks, my position on those is that those
8 could form the basis for a separate appropriate unit.

9 I provided evidence that dispatchers units can be
10 appropriate, or at least have been the basis for collective
11 bargaining. And I think especially in light of Specialty
12 Healthcare, which just I think provides greater latitude for
13 smaller groups of employees within a larger unit, I don't think
14 there's any dispute that the dispatchers, clerical employees,
15 administrative employees, could themselves constitute a
16 separate, appropriate unit for bargaining. There are some
17 potential issues, interesting issues with the Dossier clerks,
18 whether they would constitute plant clerical employees because
19 of their specific involvement in the maintenance departments.
20 With that particular group of employees, there's an argument
21 that they are plant clericals and should be included in a
22 residual unit.

23 I don't think there is any argument that the dispatchers
24 share any -- or share sufficient community of interest at all.
25 In fact, I think they have an antagonistic community of

1 interest in some sense because they're required to report
2 complaints against drivers and so forth. But at the very least
3 their placement within the Employer's structure is quite
4 distinct from the outside employees, who we're dealing with
5 here. They are in a -- in every instance, they're in separate
6 chain of command. In Cheyenne and in Apex they answer
7 ultimately to the controllers. I misspoke. At Cheyenne and
8 Henderson they are answerable to the -- I misspoke again. At
9 Cheyenne they're answerable to the controller. They are
10 directly supervised by an office manager.

11 In Henderson, they're answerable ultimately to the
12 operations manager, but most directly to an office manager.
13 Once again, they perform largely clerical tasks and tasks that
14 are not directly integrated into the work of the petitioned-for
15 unit. And we think that they would constitute a separate,
16 appropriate unit.

17 There are some other sort of outlier groups. There's a
18 purchasing employee. I'm not talking about the purchasers
19 within the maintenance. I think, Johnny Rivera, if I'm not
20 mistaken, that was a purchaser within maintains. He may fall
21 with the -- I'm starting to lost it. What are they called?
22 The Dossier employees. But I'm talking rather about Raenette
23 Espinda. She is a purchaser of some kind that answers
24 ultimately to a regional manager or an area manager. There was
25 a purchaser, Melissa Teitz, who appears more of a clerical

1 employee and not integrated, to my mind with, any of the union
2 operations.

3 So I think that in this case we would come down to the
4 same result with respect to the residual unit. Clearly, the
5 petitioned-for classifications would be within that unit and I
6 don't think any of the others would be. With the possible
7 exception of the Dossier clerks and Mr. Rivera, the purchasing
8 clerk within the maintenance operation. To the extent that
9 they were found to be plant clericals, as opposed to office
10 clericals.

11 HEARING OFFICER SMITH: So they would not be in the unit
12 with the others, with the exception -- maybe the exception of
13 the Dossier clerks?

14 MR. MYERS: That would be my analysis. That's right.

15 I do want to emphasis, though, that it would be a
16 misapplication of Board law to include those right now, because
17 they would only be includable in a residual unit analysis.
18 They would not be includable in the proper analysis, which is
19 the self-determination analysis under Warren Lambert because,
20 once again as we learned in St. Vincent Charity, we do not need
21 to include every possibly includable classification in a
22 self-determination approach. We only need to include those
23 whom we want to include, who share a committee of interest with
24 the larger unit.

25 Maybe someday if those Dossier clerks are plant clericals

1 the Union may choose to have another unit determination
2 election. That's its choice. Under applicable Board law, it
3 is not required to take them in this case, so I can't emphasis
4 that enough. But I want to help you -- at least your analysis,
5 my analysis of the residual issue if we were in that landscape.
6 Okay?

7 The last area that I will talk -- I know I've gone on at
8 length, but the issues -- there has been a lot of issues over
9 the last three days of testimony -- goes back to the original.
10 You know, whether this should be a multi-facility bargaining
11 unit versus three separate single bargaining units. I don't
12 think really there is any serious question but that an
13 appropriate bargaining unit is the multi-facility unit.

14 The factors that the Board has examined, for example as
15 set forth in Budget Rent-A-Car, 337 NLRB 884, decision from
16 2002, and other decisions, look at a series of issues. And
17 I'll name them quickly and I'll go over some of them. First,
18 central control over labor relations; second, local autonomy;
19 third, interchange in employees; four, similarity of skills;
20 five, conditions of employment; six, supervision; seven,
21 geographic separation; eight, plant and product integration;
22 and nine, bargaining history.

23 Clearly, some of these factors -- whenever you have nine
24 factors, some of them are going to cut one way and some of
25 them are going to cut the other. But I think in this case the

1 strong preponderance of the analysis favors finding a
2 multi-unit. Even if we were not involved in a
3 self-determination election framework or a residual framework,
4 if we were just starting from scratch and just petitioning for
5 these three units in a void, I think that it would favor the
6 three -- I mean, we know that there is for 90 percent of the
7 employees -- I may not have that number quite right, but for a
8 vast majority of the employees the work rules, terms and
9 conditions, and really all aspects of the employment
10 relationship are determined on this multi-facility basis, by
11 virtue of the fact that this place is almost entirely union.

12 The employer may be bemoan that fact and say, well, it
13 didn't have any real control over that because some other
14 entity made that decision long before the Employer was
15 involved, but that's water under the bridge. I mean, this has
16 been years and years of bargaining this relationship on a Las
17 Vegas market area. And it's, I think, far too late in the day
18 to say that some other aggrupation is necessarily the only way
19 that it can be bargained.

20 But it's not just that. We know, perhaps reflecting that
21 history that they have an attendance policy -- one of the major
22 policies, I think, in any workplace -- which was bargained for
23 -- which was not bargained for. It was created for the
24 nonunion employees on this Las Vegas market basis. And
25 vacation and PTO. I mean, by the time you've looked at

1 attendance, vacation and PTO, those are some of the heavy
2 hitters. And those were determined on the basis of the
3 aggrupation that we're seeking.

4 Other terms and conditions of employment may not be
5 determined at the Las Vegas area, but they are not determined
6 at the level of the plant either. In fact -- so it's no more
7 reason to favor a single unit than a multi-unit when, for
8 example, the health and welfare benefit for nonunion employees
9 is determined on a national basis, and the general manager has
10 no say over it.

11 Wages. General managers have a little bit of discretion.
12 They're told how much money they get and they can't increase
13 that amount of money, and they're allowed to apportion that
14 within certain guidelines. So, okay, yeah, you know, with the
15 general manager's discretion somebody might get a nickel more
16 an hour than somebody else, but the general manager doesn't
17 have discretion in its budgeting to say how much money is going
18 to, you know -- to independently determine how much money
19 should go to wages.

20 So there's no more reason to favor a single bargaining
21 unit than the aggrupation that we're seeking, based either on
22 wages, benefits, certainly not for attendance policies,
23 vacation policies, and PTO policies. And I think that there
24 was evidence that the cell phone usage policy was promulgated
25 again at the Las Vegas market -- Las Vegas market basis. So it

1 does appear that most, if not all, real policies are formulated
2 at the Las Vegas area or in some cases above. That's why we
3 have such a paucity in the record of any work rules that were
4 promulgated at the level of the plant.

5 You know, there was efforts made to show, well, we got
6 this refrigeration or how to handle certain materials, so we've
7 got something in a book. We train on that. But those I think
8 are just cosmetic differences. Those are not the real, you
9 know, the real benefits about which bargaining is going to take
10 place.

11 Autonomy. There was a lot of talk about how each of these
12 is independent, separate units. In fact, they're all part of
13 the -- you don't have a transfer station unless you have a
14 landfill. Right? Testimony made that clear. Here of you have
15 two transfer stations whose job it is to go out, get the trash,
16 bring it, and then haul it to the landfill. These are -- they
17 may be separate business units in some accounting sense. Fine.

18 But in terms of any real-world sense, these are integrated
19 entities that work together to provide a single product for a
20 single market. That's why the witnesses continued to refer to
21 this as "the market." What is the market? They're not selling
22 their product outside of this geographical area. And all of
23 their pieces work together. In fact, their employees interact
24 together in order to provide this product. So the autonomy
25 factor strongly favors finding the petitioned-for unit on a

1 multi-facility basis.

2 I've already addressed conditions of employment with
3 respect to the wages and benefits and vacation policy.
4 Geographic separation, once again, is strongly in favor of
5 finding this in an appropriate unit. I mean, I'm sure you can
6 find cases where, you know, the Board has looked and said, wow,
7 they're 40 miles apart. Well, yeah, that was 40 miles between
8 Long Island and New Jersey, where there's ten million people in
9 between. You know, here the distances have to be taken in the
10 reality of what Las Vegas is. It's a municipality and a county
11 in a fairly -- sort of sparsely populated. So you go a mile
12 and you may not drive past a house, kind of thing.

13 More important, I think than geographic separation is the
14 geographic integration, because all these pieces are sitting in
15 the Las Vegas market to serve the Las Vegas market, once again.
16 So I think all those factors favor finding the multi-location
17 unit appropriate.

18 So just to summarize, I know I've gone on at length, but I
19 think -- I want to be very clear. Three parts to our argument.
20 First of all, again, this is self-representation election. All
21 we had to show was that the classifications we petitioned for
22 share a community of the interest with the existing incumbent
23 unit. We've done that.

24 It's not necessary that every other -- that we seek every
25 other classification that we might possibly have sought. Just

1 like it wasn't necessary that the Union have represented any of
2 these classifications in the past. Right? We can properly
3 hold an election with just these two classifications. The
4 residual analysis is more academic and interesting than
5 pertinent, because that applies I think most squarely when you
6 have an incumbent union, but then the petition is a different
7 union. So the case law on point is the self-representation
8 case law.

9 And even if you apply that residual unit factor, I think
10 that you find that you get the same unit that we're petitioning
11 for or something very, very close. You don't have to, under
12 the residual case law, throw in every single classification.
13 In here there's strong reason to exclude almost all or all of
14 the classifications that we discussed.

15 So that's all I have to say. Thanks for your patience in
16 hearing it out.

17 HEARING OFFICER SMITH: Thank you.

18 Does the Employer wish to make a closing statement?

19 MR. DITELBERG: We do. Thank you, Mr. Hearing Officer.

20 First I'd like to address a couple of preliminary matters.
21 We reiterate and incorporate our position statement, which was
22 introduced as an exhibit in our arguments with respect to the
23 election rules, and otherwise, to the extent that those
24 arguments are consistent with the arguments that we are
25 offering now,

1 HEARING OFFICER SMITH: I know that the position statement
2 reflects arguments about election rules.

3 MR. DITELBERG: Yes.

4 HEARING OFFICER SMITH: Do you want to elaborate on that
5 or are you just --

6 MR. DITELBERG: I'm incorporating them by reference.
7 There are some other arguments in there that, in light of
8 testimony and the development of the record, may no longer be
9 apposite and again, to the extent that those arguments are
10 inconsistent with this closing argument, this closing argument
11 is intended to supersede them.

12 Second, as a preliminary matter, I would note that the
13 region raised the issue of the appropriateness of a residual
14 unit sua sponte. It was not apparent on the face of the
15 petition, and the petition in no way referenced that that was a
16 possible line of contention.

17 I would also note preliminarily that I do agree with the
18 Petitioner's counsel that the classifications of gate
19 attendant/scale operator and paper picker are capable of
20 participating in this election, assuming sufficient showings of
21 interest have been provided, and that other classifications
22 which have been referenced in this hearing should not
23 participate. As is probably not surprising, however, we do
24 diverge significantly from the Petitioner in terms of the legal
25 theories applicable to this case.

1 It is sort of -- large, our position is that the gate
2 attendant/scale operator and paper pickers at the three
3 business units constitute separate appropriate units. And
4 alternatively, if the Region were to find that were to find
5 a gate attendant/scale operator, paper picker unit
6 encompassing all three facilities to an appropriate unit, a
7 self-determination election would be appropriate.

8 There are several community of interest issues that have
9 been raised in this matter, and I guess I would also note
10 preliminarily that all of the Board decisions referenced by
11 Petitioner's counsel and also provided by the Hearing Officer
12 predate Specialty Healthcare, and its progeny, and those
13 decisions do not address the relationship between residual unit
14 and self-determination election concepts and Specialty
15 Healthcare principles. Because we do believe that under that
16 authority as --

17 HEARING OFFICER SMITH: Being Specialty Healthcare?

18 MR. DITELBERG: Specialty Healthcare -- that as
19 Petitioner's counsel alluded to, the Board does give greater
20 latitude to appropriate units comprised of smaller groups of
21 employees.

22 So our first argument is that because the gate
23 attendant/scale operator and paper picker classifications are
24 capable of being an appropriate unit or units, a residual unit
25 and/or self-determination election is inappropriate. Now

1 notably, of course, even the Union has thought that these
2 classifications constituted an appropriate unit as reflected by
3 its petition. Moreover, the substantial evidence in the record
4 establishes that the gate attendant and scale operators and
5 then the paper pickers at Apex share a community of interest
6 with each other at each of the three business units. That
7 cohesiveness has been established by the evidence, among other
8 things, you know, in the distinction between inside and outside
9 employees at those facilities.

10 And under Specialty Healthcare principles that while a
11 larger unit arguably may be appropriate, it does not mean that
12 a smaller one is inappropriate. It is our position that if the
13 petitioned-for employees are capable of being an appropriate
14 unit or units, then a residual unit or a self-determination
15 election is inappropriate. We believe that's consistent with
16 Specialty Healthcare principles. And we are unaware that an
17 election in any such unit is contrary to any presumptive unit
18 principles of the Board. And to say that they are not
19 appropriate units would be contrary to Specialty Healthcare
20 principles and would not constitute reasoned administrative
21 decision making.

22 Alternatively, if the Region were to find that a separate
23 appropriate unit is comprised of the gate attendants/scale
24 operators and paper pickers at the three business units, then
25 they may constitute, you know, if they constitute an

1 appropriate unit, then a self-determination election would not
2 be appropriate.

3 HEARING OFFICER SMITH: You said that was if the Region
4 determines that the units at three different facilities?

5 MR. DITELBERG: In other words, if the Region were to
6 determine that a combined, you know, a multi-facility unit of
7 the gate attendants/scale operators and paper pickers were an
8 appropriate unit, then consistent with Specialty Healthcare
9 principles, then a self-determination election would not be
10 appropriate because given the Board's particular focus on the
11 appropriateness of small units, if a small appropriate unit
12 exists, then a self-determination election is inappropriate.

13 Second, the Region will need to determine that each of the
14 petitioned-for employees shares a community of interest with
15 the bargaining unit for the Union's position to even
16 potentially hold water, and we believe that the substantial
17 evidence in the record shows that with respect to certainly at
18 a minimum some, and we believe all of the employees, there are
19 sufficiently different duties, training, work rules,
20 compensation, interchange factors and the like. So that a
21 community of interest between each of these employees and the
22 bargaining unit has not been established.

23 Third, that given the multi-facility petition, if the
24 Region were not to find that either the gate attendants/scale
25 operators and paper pickers at the three business units are

1 separate, appropriate units or that there is an appropriate
2 unit among those classifications all three facilities, that
3 also presents a problem in the analysis because it's our
4 position that in order to hold an election the employees in
5 question must share a community of interest among themselves
6 across the facilities; that consistent with Section 9 of the
7 Act, the Board only is authorized to conduct elections in
8 units.

9 We know that a residual unit is not an accretion to a
10 larger business unit, so at least with respect to the residual
11 unit doctrine, if it's applicable here, we believe that there
12 has to be a sufficient community of interest among the
13 employees at the three facilities, because otherwise the Board
14 cannot purport to hold an election with respect to a unit that
15 is not actually an appropriate unit.

16 Fourth, that Specialty Healthcare principles teach that to
17 be a recognized community of interest, that community of
18 interest must correspond to some organizational grouping of the
19 Employer. And based on the substantial evidence in the record,
20 is it abundantly clear that the -- in terms of the Employer's
21 own organizational principles, that the business units have
22 substantial local autonomy, and it is how the Employer has
23 chosen to organize its facilities in we question.

24 In contrast, the evidence I believe is undisputed that
25 with respect to other organizational principles, the area in

1 which these business units reside organizationally encompasses
2 not simply these three facilities but also many other
3 facilities, including in other states.

4 And the evidence is also clear that with respect to
5 employment policies and practices and protocols, that there are
6 none of those that apply to these three facilities as a group;
7 that they either apply nationally or they apply individually to
8 the business units, or they reply not simply to these three
9 facilities, but also to the Laughlin, Sahara and recycle
10 facilities that have been referenced in the testimony. There's
11 simply no organizing principle that the Employer has that
12 comports with precisely these three facilities.

13 What the Union is pointing to is bargaining history
14 involving other employees, but not the Employer's own
15 organizing principles. Even under the bargaining unit's
16 Collective Bargaining Agreement, there are two separate
17 companies, Dumpco and Silver State, which are referenced and
18 been accepted by the Union as employer parties to that
19 collective bargaining.

20 And so to base a unit determination in substantial part,
21 which is what I think the Union is asking, on the Collective
22 Bargaining Agreement or the existing collective bargaining
23 relationship is contrary to 9(c)(5) principles and, therefore,
24 contrary to the Act.

25 So for those reasons we state that the gate

1 attendants/scale operators and paper pickers are a -- do
2 constitute separate, appropriate units at the three business
3 units, and consistent with Specialty Healthcare principles are
4 capable of being recognized as such. And because they are
5 capable of being recognized as such, that a residual unit
6 analysis or self-determination analysis would be inappropriate
7 here.

8 But again, alternatively, if the Region were to find that
9 a unit of gate attendants/scale operators and paper pickers
10 encompassing all three business units is an appropriate unit,
11 that that would render a self-determination election
12 inappropriate. Thank you.

13 HEARING OFFICER SMITH: Thank you. Anything further?

14 MR. MYERS: This is not -- I'm not even asking for a reply
15 brief. I would like to Hearing Officer to take administrative
16 notice of the fact that Specialty Healthcare was issued on
17 August 26, 2011, the same day that St. Vincent Charity Medical
18 Center was issued. And that Specialty Healthcare was a
19 five-member decision, full Board decision, and that the major
20 on St. Vincent Charity Medical Center participated in Specialty
21 Healthcare. In light of the arguments that were made.

22 MR. DITELBERG: I would just note briefly in response that
23 I do not believe there's any reference to Specialty Healthcare
24 in that decision, and no indication that the Board was applying
25 those principles in deciding St. Vincent.

1 HEARING OFFICER SMITH: Whether or not they were decided
2 on the same day, I don't know. Obviously, that's something
3 that the cases say whatever they say, as far as the date.
4 That's something that the decision writer will have to look at,
5 or the Region as far as evaluating what standard to follow,
6 anyway. Anything further?

7 MR. DITELBERG: Not from the Employer.

8 MR. MYERS: Not from the Petitioner. I want to thank
9 everyone's cooperation on both sides.

10 HEARING OFFICER SMITH: That's a good point; that both
11 parties -- both sides have been very professional. I do
12 appreciate that. We've been able to work through a lot of
13 issues, a lot of testimony, a lot of details that neither party
14 -- that nobody really planned on getting into, and even had
15 additional issues that were raised at the hearing, including
16 the self-determination issue. Throughout, the conduct has been
17 professional. I do appreciate that and it's worth noting on
18 the record.

19 If there's nothing further, the hearing will be closed.
20 The hearing is now closed.

21 **(Whereupon, the hearing in the above-entitled matter was closed**
22 **at 7:13 p.m.)**

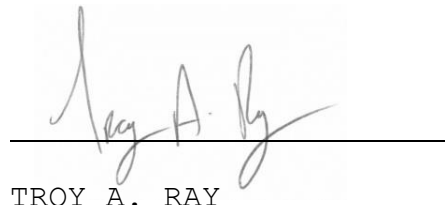
23

24

25

C E R T I F I C A T I O N

1
2 This is to certify that the attached proceedings before the
3 National Labor Relations Board (NLRB), Region 28, Case Number
4 28-RC-192859, Republic Silver State Disposal Services, Inc., a
5 Nevada Corporation, dba Republic Services of Southern Nevada
6 and Republic Dumpco, Inc., aka Dumpco, a Nevada Corporation,
7 and International Brotherhood of Teamsters, Chauffeurs,
8 Warehousemen, Local 631, at the National Labor Relations Board,
9 Region 28, 300 Las Vegas Boulevard South, Suite 2-901, Las
10 Vegas, Nevada 89101, on Thursday, February 23, 2017, 10:07
11 a.m., was held according to the record, and that this is the
12 original, complete, and true and accurate transcript that has
13 been compared to the reporting or recording, accomplished at
14 the hearing, that the exhibit files have been checked for
15 completeness and no exhibits received in evidence or in the
16 rejected exhibit files are missing.

17
18
19 
20 TROY A. RAY

21 Official Reporter
22
23
24
25

TAB 4

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
RC PETITION

DO NOT WRITE IN THIS SPACE

Case No. 28-RC-192859 Date Filed February 10, 2017

INSTRUCTIONS: Unless e-Filed using the Agency's website, www.nlr.gov, submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

2a. Name of Employer Republic Services 2b. Address(es) of Establishment(s) involved (Street and number, city, State, ZIP code) 315 W Cheyenne Ave. N Las Vegas, NV 89030 - 560 Cape Horn Dr. Henderson, NV 89011 - 13350 N Highway 93 Las Vegas, NV 89165

3a. Employer Representative - Name and Title Tim Oudman, Marketing Vice President 3b. Address (if same as 2b - state same) 770 E Sahara Ave. Las Vegas, NV 89104

3c. Tel. No. 702-599-5951 3d. Cell No. 815-405-5670 3e. Fax No. 702-599-5590 3f. E-Mail Address toudman@republicservices.com

4a. Type of Establishment (Factory, mine, wholesaler, etc.) Sanitation disposal 4b. Principal product or service scale attendants - weigh masters - paper pickers 5a. City and State where unit is located: Las Vegas, NV - Henderson, NV - North Las Vegas, NV

5b. Description of Unit Involved Included: All full-time and regular part-time scale attendants, weigh masters and paper pickers employed by the Employer at its 315 W Cheyenne Ave. N Las Vegas, NV, 560 Cape Horn Dr. Henderson, NV and 13350 N Highway 93 Las Vegas, NV facilities. Excluded: All administrative professional employees, and supervisors as defined by the Act.

6a. No. of Employees in Unit: 27 6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? Yes ☒ No ☐

Check One: ☒ 7a. Request for recognition as Bargaining Representative was made on (Date) 2/10/17 and Employer declined recognition on or about (Date) (if no reply received, so state). ☐ 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act. NO REPLY

8a. Name of Recognized or Certified Bargaining Agent (if none, so state). 8b. Address

8c. Tel. No. 8d. Cell No. 8e. Fax No. 8f. E-Mail Address

8g. Affiliation, if any 8h. Date of Recognition or Certification N/A 8i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)

9. Is there now a strike or picketing at the Employer's establishment(s) involved? No If so, approximately how many employees are participating? N/A (Name of labor organization) N/A has picketed the Employer since (Month, Day, Year) N/A

10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. (if none, so state)

10a. Name 10b. Address 10c. Tel. No. 10d. Cell No. 10e. Fax No. 10f. E-Mail Address

11. Election Details: If the NLRB conducts an election in this matter, state your position with respect to any such election. 11a. Election Type: ☒ Manual ☐ Mail ☐ Mixed Manual/Mail

11b. Election Date(s): Friday, February 24, 2017 11c. Election Time(s): 6 am to 6 pm 11d. Election Location(s): At the Employer's facility

12a. Full Name of Petitioner (including local name and number) International Brotherhood of Teamsters, Chauffeurs, Warehousemen Local 631 12b. Address (street and number, city, state, and ZIP code) 700 N Lamb., Las Vegas, NV 89110

12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state) International Brotherhood of Teamsters

12d. Tel. No. 702-453-6310 12e. Cell No. 702-239-0425 12f. Fax No. 702-437-7283 12g. E-Mail Address tomg@teamsters631.com

13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.

13a. Name and Title Thomas Geraci, Business Agent 13b. Address (street and number, city, state, and ZIP code) 700 N Lamb Blvd., Las Vegas, NV 89110

13c. Tel. No. 702-453-6310 13d. Cell No. 702-239-0425 13e. Fax No. 702-437-7283 13f. E-Mail Address tomg@teamsters631.com

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

Name (Print) Thomas Geraci Signature [Signature] Title Business Agent Date 2-10-17

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

TAB 5

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 28

In the Matter of:

REPUBLIC SILVER STATE DISPOSAL Case No. 28-RC-192859
SERVICES, INC., A NEVADA
CORPORATION, DBA REPUBLIC
SERVICES OF SOUTHERN NEVADA AND
REPUBLIC DUMPCO, INC., AKA
DUMPCO, A NEVADA CORPORATION,

Employer,

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, LOCAL 631,

Petitioner.

EMPLOYER EXHIBITS

Place: Las Vegas, Nevada

Dates: February 23, 2017

OFFICIAL REPORTERS

AVTranz
E-Reporting and E-Transcription
7227 North 16th Street, Suite 207
Phoenix, AZ 85020
(602) 263-0885

Republic Way Absolutes & Standards

Roles & Responsibilities

EVP OPS	EVP OPS Support	VP OPS Support & Team	AP	DO	DOS	Area OPS Team	GM	BU Staff
<ul style="list-style-type: none"> • Responsible • Drive Republic Way Standards • Communicate expectations 	<ul style="list-style-type: none"> • Responsible • Drive Republic Way Standards • Communicate expectations • Issue resolution 	<ul style="list-style-type: none"> • Responsible • Drive Republic Way Standards • Develop Standards, Procedures, Management Routines & Training • Communicate to the AP, DO, DOS • Deliver training to the DOS & Area OPS Team • Support BU training & execution on an exception basis • Issue resolution • Tracking of execution & progress for EVP Ops Support 	<ul style="list-style-type: none"> • Responsible • Drive Republic Way Standards • Clear the path of obstacles • Communicate expectations to DO, DOS, GM • Escalate issues that can't be addressed by the Area 	<ul style="list-style-type: none"> • Responsible • Drive Republic Way Standards • Drive the expectations to the GM & BU level • Hold the GMs accountable for execution • QA/QC 	<ul style="list-style-type: none"> • Responsible • Drive Republic Way Standards • Support the GM & BU staff with implementation planning, execution & training • Tracking of execution & progress • Reporting status to the Corp OPS Team • Escalate issues to the AP & DO • QA/QC 	<ul style="list-style-type: none"> • Responsible • Drive Republic Way Standards • Train the GM & BU staff • Support BU team with implementation planning • Tracking & Reporting of execution & progress • Escalate issues to the DOS • QA/QC 	<ul style="list-style-type: none"> • Accountable • Development of implementation plans • Execute the Republic Way Standards • Leverage Area Functional Team • Achieve Planned results • QA/QC 	<ul style="list-style-type: none"> • Responsible • Execution • Tracking & reporting • Reporting status to the Area OPS Team • QA/QC

Definitions

Responsible: Has activities or tasks to execute

Accountable: Owns execution and process adherence



FE
ST

E1

1

EXHIBIT NO. E1 RECEIVED ☒ REJECTED

28-RL-192859
CASE NO. CASE NAME: Republic

NO. OF PAGES: 2 DATE: 2/21/17 REPORTER: (112)

REPUBLIC DUMPCO, INC.

Business Entity Information			
Status:	Active	File Date:	8/5/1997
Type:	Domestic Corporation	Entity Number:	C16814-1997
Qualifying State:	NV	List of Officers Due:	8/31/2017
Managed By:		Expiration Date:	
NV Business ID:	NV19971237190	Business License Exp:	8/31/2017

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	THE CORPORATION TRUST COMPANY OF NEVADA	Address 1:	701 S CARSON ST STE 200
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89701
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 10.00
Par Share Count:	1,000.00	Par Share Value:	\$ 0.01

<div> <div> <div></div> <div>Officers</div> </div> <div> <input type="checkbox"/> Include Inactive Officers </div> </div>			
President - MARK R CLATT			
Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	
Director - MARK R CLATT			
Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	
Director - BRIAN M DELGHIACCIO			

82

Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	
Director - BRIAN A GOEBEL			
Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	
Treasurer - MARSHA A LACY			
Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	
Secretary - EILEEN B SCHULER			
Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Incorporation		
Document Number:	C16814-1997-001	# of Pages:	1
File Date:	8/5/1997	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C16814-1997-009	# of Pages:	1
File Date:	8/31/1998	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C16814-1997-007	# of Pages:	1
File Date:	2/19/1999	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C16814-1997-008	# of Pages:	1
File Date:	8/31/1999	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	C16814-1997-003	# of Pages:	299
File Date:	10/29/1999	Effective Date:	
CORPORATION TRUST COMPANY OF NEVAD KFA			

EXHIBIT NO. E2 RECEIVED ✓ REJECTED
28-RC-142859
CASE NO. CASE NAME: Rep Blic
NO. OF PAGES: 5 DATE: 2/21/17 REPORTER: TD

ONE EAST FIRST STREET RENO NV 89501 KFA			
Action Type:	Annual List		
Document Number:	C16814-1997-006	# of Pages:	2
File Date:	8/14/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C16814-1997-005	# of Pages:	2
File Date:	10/24/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C16814-1997-004	# of Pages:	1
File Date:	8/12/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C16814-1997-002	# of Pages:	2
File Date:	8/16/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050355753-35	# of Pages:	1
File Date:	8/5/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060437823-45	# of Pages:	1
File Date:	7/10/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070466766-74	# of Pages:	1
File Date:	7/6/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080734364-27	# of Pages:	1
File Date:	11/5/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090550975-32	# of Pages:	2
File Date:	7/16/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100544607-89	# of Pages:	2
File Date:	7/23/2010	Effective Date:	
(No notes for this action)			

Action Type:	Annual List		
Document Number:	20110585410-97	# of Pages:	2
File Date:	8/8/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120516405-96	# of Pages:	2
File Date:	7/26/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130476271-33	# of Pages:	2
File Date:	7/20/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140477751-88	# of Pages:	2
File Date:	7/1/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150320616-56	# of Pages:	2
File Date:	7/13/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160292478-81	# of Pages:	2
File Date:	6/29/2016	Effective Date:	
(No notes for this action)			

REPUBLIC SILVER STATE DISPOSAL, INC.

Business Entity Information			
Status:	Active	File Date:	7/9/1997
Type:	Domestic Corporation	Entity Number:	C14710-1997
Qualifying State:	NV	List of Officers Due:	7/31/2017
Managed By:		Expiration Date:	
NV Business ID:	NV19971216531	Business License Exp:	7/31/2017

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	THE CORPORATION TRUST COMPANY OF NEVADA	Address 1:	701 S CARSON ST STE 200
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89701
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 10.00
Par Share Count:	1,000.00	Par Share Value:	\$ 0.01

<div><div></div></div> Officers		<input type="checkbox"/> Include Inactive Officers	
President - MARK R CLATT			
Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	
Director - MARK R CLATT			
Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	
Director - BRIAN M DELGHIACCIO			

E3

Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	
Director - BRIAN A GOEBEL			
Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	
Treasurer - MARSHA A LACY			
Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	
Secretary - EILEEN B SCHULER			
Address 1:	18500 NORTH ALLIED WAY	Address 2:	
City:	PHOENIX	State:	AZ
Zip Code:	85054	Country:	USA
Status:	Active	Email:	

- Actions\Amendments			
Action Type:	Articles of Incorporation		
Document Number:	C14710-1997-001	# of Pages:	1
File Date:	7/9/1997	Effective Date:	
(No notes for this action)			
Action Type:	Amendment		
Document Number:	C14710-1997-003	# of Pages:	1
File Date:	7/21/1997	Effective Date:	
CERTIFICATE OF AMENDMENT FILED AMENDING ARTICLE FIRST (NAME). (1)PG. MMR			
RI/SSDS MERGER CORP. MMRB < 00001			
Action Type:	Initial List		
Document Number:	20090651244-33	# of Pages:	2
File Date:	8/1/1997	Effective Date:	
(No notes for this action)			
Action Type:	Amendment		
Document Number:	C14710-1997-004	# of Pages:	1
File Date:	8/4/1997	Effective Date:	
CERTIFICATE OF AMENDMENT FILED AMENDING ARTICLE FIRST - NAME. (1)PG. MMR			
RI/SSDS ACQUISITION CORP. MMRB < 00002			
Action Type:	Annual List		
Document Number:	C14710-1997-010	# of Pages:	1

EXHIBIT NO. E3 RECEIVED ☒ REJECTED

CASE NO. 28-00-192859 CASE NAME: Republic

NO. OF PAGES: 5 DATE: 2/21/17 REPORTER: TD

File Date:	8/21/1998	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C14710-1997-008	# of Pages:	1
File Date:	2/19/1999	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C14710-1997-009	# of Pages:	1
File Date:	8/11/1999	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	C14710-1997-005	# of Pages:	299
File Date:	10/29/1999	Effective Date:	
CORPORATION TRUST COMPANY OF NEVAD KFA			
ONE EAST FIRST STREET RENO NV 89501 KFA			
Action Type:	Annual List		
Document Number:	C14710-1997-011	# of Pages:	1
File Date:	6/14/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C14710-1997-007	# of Pages:	1
File Date:	8/11/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C14710-1997-006	# of Pages:	1
File Date:	8/5/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C14710-1997-002	# of Pages:	1
File Date:	7/20/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050307137-68	# of Pages:	1
File Date:	7/11/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060372222-96	# of Pages:	1
File Date:	6/9/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070394854-12	# of Pages:	1

File Date:	6/6/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080386263-18	# of Pages:	1
File Date:	6/6/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090469456-25	# of Pages:	2
File Date:	6/9/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100489646-70	# of Pages:	2
File Date:	7/2/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110484716-44	# of Pages:	2
File Date:	6/29/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120479252-44	# of Pages:	2
File Date:	7/10/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130485614-74	# of Pages:	2
File Date:	7/24/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140418810-69	# of Pages:	2
File Date:	6/9/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150298387-85	# of Pages:	2
File Date:	6/29/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160235289-98	# of Pages:	2
File Date:	5/25/2016	Effective Date:	
(No notes for this action)			

Republic Services

Employee Handbook



EXHIBIT NO. E4 -- RECEIVED ✓ REJECTED

29-PC-192959
CASE NO. CASE NAME: Republic

NO. OF PAGES: 54 DATE: 2/21/17 REPORTER: TR

Republic Services Employee Handbook

This handbook provides a general guide for employees of Republic Services* by outlining many important Company policies. Detailed versions of Company policies are available on the Company intranet, on Company bulletin boards, and by contacting Human Resources. Republic Services complies with all federal, state and local laws, and in the case of any conflict, an applicable law will supersede the provisions of this handbook.

This handbook applies to all Company employees at all levels, except that it does not apply where a collective bargaining agreement governs the applicable terms and conditions of employment unless the CBA has adopted or incorporated the handbook. In the case of a conflict between a CBA and this handbook, the CBA will control. Nothing in this handbook should be read to the contrary.

This handbook is the only handbook authorized or approved for Republic Services. Any pre-existing handbooks are superseded by this handbook. No local policy may conflict with anything in this handbook or any Republic Services policy.

effective January 2014

* "Republic Services" or "the Company" refers to Republic Services, Inc. and all subsidiaries and affiliated entities.

Message from the CEO

Dear Employee,

Welcome to Republic Services.

You have joined a company that focuses on what matters: creating value for all. That includes you. We value all of our employees and strive to provide meaningful and rewarding careers for our people.

We are also focused on our customers, our shareholders and the communities we serve.

As a company, we are guided by the principles we have adopted as our core values – to be Respectful, Responsible, Reliable, Resourceful and Relentless in all we do, every day. We are reminded of these principles every time we see the five R's joined together to form the Republic Star.

We understand that it is our employees who actively demonstrate these values in day-to-day interactions with fellow employees and customers that make the difference. It is you that brings our values to life in a way that strengthens our culture and shows our customers they are important to us. We sincerely appreciate your role and greatly value the unique skills and experience you bring to the company. In return, it is our goal to provide you with the resources and support you need to be successful in your career.

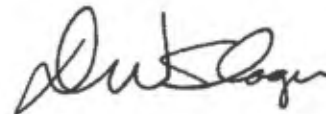
This employee handbook was designed to provide an overview of our key business standards, including policies, employment practices, safety rules and benefits programs. Just as important, it includes our

Code of Business Ethics and Conduct, which sets the standard for how we must operate to be successful and maintain our reputation for integrity.

We encourage you to familiarize yourself with the information in this handbook to better understand how these standards relate to your particular position and function. And, we encourage you to take advantage of our open door culture — your manager is there to help you.

We are happy to have you as part of the team.

Sincerely,



Don Slager
President & Chief Executive Officer

Table of Contents

Section I

About Republic Services

• Purpose and Priorities	6
• Values	7
• Commitment to Positive Employee Relations	7
• Equal Employment Opportunity	8
• Accommodations	9
• Diversity & Inclusion	9

Section II

Employment Practices

• Company Policies	11
• Bulletin Boards	11
• Republic Listens – Open Door Practice	12
• The AWARE Line	12
• Career Opportunities	13
• Employment of Relatives and Close Personal Relationships	14
• Personnel Files and Personal Information	15
• Employment Verification	16
• Performance Reviews	16
• Employee Training and Development	17
• Travel and Reimbursable Business Expenses	17

Section III

Employee Conduct

• Code of Business Ethics and Conduct	19
• Employee Standards of Conduct	19
• Harassment Prevention	27
• Employee Safety	28
• Workplace Violence	29
• Drug and Alcohol Use	30
• Confidential and Company-Owned Information	31
• Conflicts of Interest	31
• Outside Employment (Moonlighting)	32
• Company Technology and Systems	33

• Use of Other Company Property	34
• Social Media and Internet Use	35
• Solicitation	37
• Accepting and Giving Gifts	38
• Attendance and Punctuality	38
• Dress and Appearance	39
• Smoking	39
• Disciplinary Procedures	39
• Separation from Employment	40
• Employee Rehire	41

Section IV

Pay, Benefits and Time Off

• Compensation	42
• Timekeeping	42
• Deductions	43
• Hours of Work	44
• Pay Periods, Dates, Frequencies and Ending Dates ...	44
• Meal and Rest Periods	44
• Employee Benefits	45
• 401(k) Plan	46
• Employee Stock Purchase Plan (ESPP)	46
• COBRA	47
• Paid Time Off	47
• Leaves of Absence	48

Appendix

Selected Company Policies

• Code of Business Ethics and Conduct	53
• Non-Discrimination and Equal Employment Opportunity Policy	63
• Anti-Harassment Policy	67
• Leaves of Absence for Family and/or Medical Reasons Policy	71
• Military Leave of Absence Policy	83
• Payroll Reporting for Non-Exempt Employees Policy	91

1. About Republic Services

Republic Services is a leading provider of environmental and non-hazardous waste services and solutions in the United States. As stewards of the environment, we believe in protecting the planet and applying common sense solutions to waste and recycling challenges for commercial, industrial, municipal and residential customers.

A. Purpose and Priorities

Our purpose is to create value for our employees, customers, community and planet, and shareholders, so that we may become America's preferred waste and recycling partner. We will achieve this by focusing on what matters. Our priorities are:

Safety

Think. Choose. Live.

People

Drive success through a highly engaged, diverse and talented team.

Customer Experience

Place the customer at the center of all we do.

Ethics & Compliance

Do the right thing.

Durability

Drive operational excellence that's built to last.

Targeted Profitable Growth

Win through focused and intelligent business expansion.

Cash Value Creation

Deliver consistent earnings and cash flow growth.

B. Values

We are guided by the principles we have adopted as our core values – to be Respectful, Responsible, Reliable, Resourceful and Relentless in all we do, every day. Also known as the five R's, these principles form the Republic Star.

Respectful

We value others and demonstrate that in all we do.

Responsible

We do the right thing – always and every day.

Reliable

We are trustworthy and accountable.

Resourceful

We maximize our strengths to get the job done.

Relentless

We work hard and never give up.

C. Commitment to Positive Employee Relations

The future growth and success of Republic Services depends on customer satisfaction and customer loyalty. Meeting and exceeding our customers' expectations requires highly engaged employees working together to create positive and memorable customer experiences. As a member of the Republic Services team, your voice is important. We are committed to fostering a positive and open working environment where your ideas, thoughts and concerns can help us improve both the customer and employee experience.

At Republic Services, we know that our success depends on having talented, hard-working

employees who enjoy their jobs and collaborate together to provide our customers with the high quality of service they expect and deserve. Because we appreciate the importance of our employees to our success, we are dedicated to providing our employees with a positive work environment and rewarding careers. Our ability to provide these things depends, in part, upon open communication with our employees; so we rely on you to bring your concerns to us. Whether you raise your issues and concerns with your supervisor, another member of management, a Human Resources representative, or through another appropriate avenue, we want to make sure you bring them to our attention. Otherwise, we might not learn about them or be able to resolve them.

We also believe that the best way to ensure open communication is to deal directly with our employees without the involvement of a third party. We make every effort to ensure that our employees do not believe they need to pay a third party to speak to us on their behalf when they can speak with us directly, and without having to pay for that right. Accordingly, we will utilize every legal means to maintain a positive environment, foster open communications and remain union-free at all of our facilities where employees have not voted for union representation. Of course, where our employees have voted for union representation, or do so in the future, we will deal with those representatives in good faith and with respect.

D. Equal Employment Opportunity

At Republic Services, we provide equal employment opportunity by giving all qualified applicants and employees an equal chance to compete

for employment and advancement within the Company. We make all employment decisions without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, veteran status, genetic testing or information, or any other classification protected by law. This means that the Company will not tolerate discrimination with respect to any employment-related decision or practice including, but not limited to, advertising, benefits, compensation, hiring, promotion, demotion, transfer, discipline, availability of Company facilities, performance evaluation, recruiting, social/recreational programs, and training.

The Company's entire Non-Discrimination and Equal Employment Opportunity Policy is included in the Appendix of this handbook, available on the Company Intranet and posted on a bulletin board at every location.

E. Accommodations

We will provide reasonable accommodations for any qualified applicant or employee who has a disability (as defined by federal or state law). We also will provide reasonable accommodations for our employees' religious beliefs. If you need an accommodation, please contact your supervisor or Human Resources.

F. Diversity & Inclusion

Republic Services is committed to diversity and creating an inclusive environment where all individuals are welcomed and valued. We strongly believe that diversity and inclusion is critical to our business goals and objectives.

We define diversity broadly to mean people with different backgrounds, experiences, perspectives and beliefs that create unique value and drive innovation for achieving our strategic business objectives. Inclusion means actively and intentionally creating an environment in which all individuals are welcomed and valued. We expect all employees to be open to the diversity that each of us brings to the Company and to continue working together to create an inclusive culture.

II. Employment Practices

A. Company Policies

Republic Services has developed and implemented a number of policies that address a variety of administrative, financial, legal, operational, human resources, environmental and regulatory issues. The expected behaviors are outlined in this handbook and the Republic Services Code of Business Ethics and Conduct. They are explained in more detail in the policies available on the Company Intranet, on Company bulletin boards, and from Human Resources. Please note that the versions of our policies and procedures maintained on the Company Intranet are always the most current versions. Those policies replace and supersede any prior versions (whether in print or electronic, and whether Company-wide or local in nature). The full versions of our policies online also supersede anything in this handbook. If you do not have computer access to the Intranet, please check the Company bulletin boards, contact your supervisor or reach out to Human Resources to obtain or discuss specific policies.

- All employees are responsible for complying with all applicable Company policies and procedures.

B. Bulletin Boards

Each Republic Services location uses bulletin boards to post and provide important information to employees. All employees should check them frequently. Postings on Company bulletin boards typically are restricted to information or announcements prepared, approved and posted by the Company.

C. Republic Listens – Open Door Practice

We encourage you to talk directly and frequently with your supervisor to get information and direction, share your ideas, express your concerns, and get help to resolve any problems. To make this possible, all supervisors and managers maintain an "open door" relationship with employees. Management is expected to listen to your concerns, to encourage your suggestions, and to seek solutions to your problems or issues. Your immediate supervisor or manager is usually in the best position to offer a timely and effective solution.

If your immediate supervisor or manager is personally involved in your problem or concern, if you have been unsuccessful in resolving a problem with your immediate supervisor, or if you are uncomfortable sharing your concern with your supervisor, you have several other options. You may contact the person your supervisor reports to, your department head, any member of management, or Human Resources for assistance. Finally, if you are reluctant to talk with a Company representative, or if you prefer to remain anonymous, the Company offers a confidential toll-free number to call, the AWARE Line (see below).

D. The AWARE Line

The AWARE Line provides another avenue for employees to raise concerns or report perceived misconduct. You can reach the AWARE Line at 1-866-3-AWARE-4 (1-866-329-2734). It is operated by an independent third party company and takes calls in English and Spanish, 24 hours a day, seven days a week. You may remain anonymous if you wish.

We all have the responsibility to know and follow the law and the Company's policies and procedures relating to our jobs. This awareness ensures the Company's continued success in providing quality services in a legal, responsible and ethical manner. Illegal or unethical behavior by any employee can expose the Company to financial losses and restrictions on business activities. Violations of the law and Company policies can result in serious penalties for both the Company and individual employees.

Our ongoing success in complying with our legal and ethical obligations depends, in part, on employees seeking advice before problems occur and reporting incidents that might be illegal or unethical. It is your responsibility to report any suspected violations of the law or Company policies directly to a supervisor, another member of management, Human Resources or the AWARE Line. Any employee who asks questions, seeks guidance or raises a concern, is doing the right thing. Reprisal, retribution or retaliation by anyone within Republic Services against any employee who has, in good faith, reported a concern, violation or suspected violation by another is prohibited.

- Please keep in mind that routine questions about work rules can be addressed by your local Employee Point of Contact (EPOC), Payroll Coordinator, Human Resources, or your supervisor.

E. Career Opportunities

We hope that you want to develop in your career with Republic Services, and we support the broadening of professional experience that will benefit both you and the Company. The vast

majority of our job postings for open positions are available on our Internal Careers page, which you can access through the Company Intranet, at www.myrepublicservices.com, or at www.republicservices.com/internalcareers. We also post our open positions with local job services and outreach partners as well as on various external internet sites and with other sources. In general, employees (and external candidates) who are interested in an open position must apply online. Refer to the Recruiting & Selection Policy for more details about applying for open jobs.

We encourage you to look for internal career opportunities, discuss your interest with your supervisor and Human Resources, and follow our online application process if you are interested in a particular position.

F. Employment of Relatives and Close Personal Relationships

In general, an employee's personal relationships are not relevant to the Company. However, personal relationships become a business concern if they create or could create favoritism, a conflict of interest, or if they negatively impact job performance, customer service or business operations.

A "relative" under this policy is a spouse, partner, child, parent, grandchild, grandparent, sister, brother, aunt, uncle, niece or nephew. Relatives include individuals related to you by blood, marriage, adoption or foster care, and step-relatives. A "close personal relationship" is any consensual romantic, dating, intimate or sexual relationship. It also

includes relationships that reasonably may be expected to develop into romantic, dating, intimate or sexual relationships.

Employees who are relatives or in a close personal relationship may not report to or supervise one another directly or indirectly. If a family or close personal relationship develops between two Company employees, the employees must immediately notify Human Resources.

The Company has the right to make sure favoritism is avoided and that the Company's business interests are protected. This may involve moving one or both employees who are relatives or in a close personal relationship from their current positions.

G. Personnel Files and Personal Information

We seek to keep up-to-date records on all employees. These files contain work-related information necessary to maintain your employment and benefits history and to comply with various legal and regulatory requirements. These files are the Company's property and also are treated as confidential; however, they may be made available to you, appropriate Republic Services managers or to third parties as required by law.

Please promptly notify the Company of any changes in personal data such as home and/or mailing addresses, telephone numbers, emergency contacts, wage withholding and (for benefits purposes) marital status and the names of your dependents. Employee information should be accurate and current at all times, and only you can be the source of the information that is required.

H. Employment Verifications

Republic Services uses an automated service, "The Work Number," as the official agent for providing verification of employment or earnings for an apartment lease, car loan, home mortgage, or other types of credit or government services. The Work Number can provide this information quickly and efficiently. The Company will not respond to direct requests (oral or written) for employment or income verification. All requests for employment references must be referred to The Work Number and not directed to your supervisor. Please do not ask your supervisor to provide a reference for you. Employees at all levels are prohibited from providing employment references for current or former employees.

When you need proof of employment or income, contact The Work Number at 1-800-367-2884, or www.theworknumber.com/employee. Republic Services' employer code is 12569. With your authorization, The Work Number will confirm dates of employment, rate of pay and annual gross earnings.

I. Performance Reviews

You and your supervisor are encouraged to periodically discuss your job performance and goals on an informal and/or formal basis. Performance discussions are designed to strengthen the working relationship between you and your supervisor, improve your performance and guide your development.

Whether formal or informal, these discussions help:

- Establish job performance goals;
- Review what you do, how well you do it and how you can do it better; and
- Evaluate your progress over time.

Oral or written statements made to you concerning your performance are intended to assist your development and help you improve your performance, but are not intended to change, and do not change, the at-will employment relationship.

J. Employee Training and Development

Republic Services is committed to employee training and development, and we offer both required and optional classes. A wide variety of topics are delivered via classrooms, online and self-study. Instructor-led training and safety training often is provided on-site as well. The Republic Learning and Talent Portal (RLTP) is our centralized resource for training information, schedules, and on-line registration, and it can be accessed through the Company Intranet or via www.myrepublicservices.com. Employees must attend and complete all required training courses. With management approval, employees also may participate in external training that enhances their existing skills or prepares them for future opportunities. For further assistance, contact RLTP@republicservices.com.

K. Travel and Reimbursable Business Expense

Republic Services will reimburse employees for reasonable business travel expenses incurred while on assignment away from your normal work

location. Your supervisor or manager must approve all business travel in advance. Consult the Travel and Reimbursable Business Expense Policy for specific details, rules and procedures.

III. Employee Conduct

A. Code of Business Ethics and Conduct

Legal compliance and ethical behavior are an integral part of our everyday jobs. In addition to detailed policies, procedures and guidelines, our Code of Business Ethics and Conduct (the "Code of Ethics") serves to remind us of our commitment to conduct business according to the law and high ethical standards. The Code of Ethics does not cover every ethical question or specific situation, but it does provide a basic guide to understanding the Company's expectations for each employee.

Just as each of us must be held accountable to properly perform our jobs effectively, we each are responsible for acquiring sufficient knowledge of the standards provided under the Code of Ethics and in Company policies. Your understanding of the Company's expected behavior will help you recognize potential compliance issues applicable to your job responsibilities and prevent issues that could result in serious consequences to Republic Services and its employees.

The Code of Ethics can be found in the Appendix to this handbook, on the Company intranet, and from Human Resources. Each employee is required to read, understand and comply with the Code of Ethics. Any questions should be directed to your supervisor or manager, Human Resources or the Legal Department.

B. Employee Standards of Conduct

The Company wishes to maintain a workplace where all employees are safe and enjoy coming to

work, while at the same time providing a high level of service to our customers in a competitive and efficient manner. To accomplish this, cooperation is required from everyone, and a set of guidelines regarding employee conduct has been put in place. Engaging in conduct the Company deems inappropriate may result in disciplinary action, up to and including immediate termination.

Discipline may range from warnings to immediate discharge depending on the specific action, any prior disciplinary history, and other relevant considerations. To decide on the appropriate discipline, the Company may consider the seriousness of the action, the employee's record, the ability to correct the action, discipline the Company has used for similar actions by other employees, how the action affects customers and other considerations.

The following is a partial list of actions that may result in disciplinary action and, depending on the severity, may be grounds for immediate termination.

- Unsatisfactory performance, such as failure to do assigned work in a satisfactory manner, or failure to cooperate satisfactorily with other employees;
- Insubordination, such as failure or refusal to do assigned work or carry out a reasonable direction of a supervisor;
- Violating any Company policy, work rule or procedure;
- Discrimination on any basis prohibited by our Non-Discrimination and Equal Employment Opportunity Policy;

- Unauthorized absences from work or excessive, unauthorized tardiness and/or failure to follow call-in procedures;
- Conduct in violation of the Company's Anti-Harassment Policy;
- Taking or threatening adverse action against employees who exercise rights under Company policies or employment laws;
- Fighting, threatening, intimidating, coercing or otherwise endangering any employee, customer, vendor, or other individual;
- Engaging in disruptive conduct during working hours or at any time while on Company property;
- Loitering on Company property or entering office areas other than for Company business;
- Use, sale, purchase, transfer, possession, consumption, presence in one's system or transportation of any alcoholic beverage or illegal drug, or the misuse of prescription drugs, on or in Company property or on Company time in violation of the Company's Drug- and Alcohol-Free Workplace Policy and Procedures;
- Smoking, including electronic cigarettes, in prohibited areas;
- Violation of Company safety practices (refer to the Republic Services "SAFE—Safe Actions for Excellence" book) or any safe work or driving practice or standard of the Company;
- Violating the Code of Business Ethics and Conduct;

- Improper use, disclosure or distribution of confidential Company information, including personnel-related information regarding other employees or customer data;
- Defrauding the Company in any manner, including the misuse, abuse or unauthorized use of Company property;
- Scavenging or personally acquiring material intended for disposal by the Company or customer;
- Failing to punch your timecard at the start and end of each workday or punching another employee's timecard;
- Failing to take a mandatory meal period of at least thirty minutes or other violations under the Meal Period Policy for Non-Exempt Employees;
- Improper accounting or representation of hours worked;
- Failing to promptly report all work-related personal injuries and accidents to your supervisor or a Company official, including damage to Company, personal, or public property, regardless of who is responsible;
- Leaving the scene of a work-related accident prior to being released by the applicable authorities;
- Misuse, sabotage, destruction, tampering, salvaging or unauthorized removal of Company, customer or another person's property;
- Failing to secure customer property after providing service to the customer, where the customer has provided key access control;

- Using Company property or equipment in a careless or unsafe manner or without proper authorization, including failing to observe warning signs or permitting unauthorized persons to operate or board a Company vehicle or enter Company property;
- Failing to properly check Company equipment according to prescribed standards or failing to report defective equipment or unsafe conditions of any equipment or facility;
- Failing to comply with applicable Department of Transportation (DOT) regulations;
- Failing to comply with applicable Occupational Safety and Health Administration (OSHA) regulations;
- Possessing or storing firearms, knives, explosives, chemicals or weapons on Company or customer property, in Company vehicles or on Company time (except as otherwise permitted by applicable law);
- Dishonesty regarding any aspect of your employment or Company business, including falsifying any Company record or document or making misrepresentations to the Company (including the omission of relevant, critical information);
- Gambling or wagering money or other valuables on the outcome of events (including betting of any kind, raffles, friendly wagers, betting pools relating to sporting or other events or playing card games or dice for money) on Company premises, while in or using Company property, or during work hours;
- Offering or giving bribes or kickbacks;

- Unprofessional conduct or interactions with the Company's customers, vendors or public at large; and
- Failing to follow the rules of conduct necessary to ensure the safety and welfare of the Company, its employees and the public.

In addition, the following conduct is prohibited for all employees who drive or operate a Company vehicle, truck or heavy equipment:

- Operating any Company equipment without proper training and authorization by the Company;
- Failing to maintain a valid driver's license/CDL with appropriate endorsements. Employees shall immediately notify their supervisor of a revoked, suspended or otherwise compromised driver's license/CDL;
- Committing a felony while operating a Company vehicle or failing to observe traffic laws or report traffic violations involving Company vehicles;
- Operating any equipment or vehicle declared and marked "out of service", or otherwise locked out of service;
- Operating a Company vehicle resulting in a fatality, serious injury or major property damage;
- Failing to secure loose items in the cab of a Company vehicle, or failing to keep unnecessary items/debris from accumulating inside the cab of the vehicle;

- Failing to comply with Company guidelines or policies regarding cell phone and radio use, including, but not limited to, using a cell phone or two-way radio while driving a Company vehicle;
- Not utilizing defensive driving techniques and/or wearing seatbelts as required;
- Exceeding posted speed limits;
- Failing to use four-way flashers and emergency reflective triangles when disabled along the side of the roadway;
- Failing to ensure for the care and safety of the vehicle during any shift, including failing to perform a pre-trip and post-trip inspection according to Company standards using the required Vehicle Condition Report;
- Failing to properly complete a driver hours log after having been on duty more than twelve hours;
- Failing to secure the necessary equipment and supplies for proper job performance before leaving the Company or customer facility;
- Tampering with tachometers, governors, pressure valves, cameras, GPS or other safety devices;
- Failing to secure and cover all loads properly before leaving a Company or customer facility or not being careful to avoid overhead hazards;
- Failing to notify dispatch or a Company official before leaving the Company or customer facility, according to Company standards;

- Driving the vehicle in convoy fashion;
- Allowing anyone to get underneath a running truck;
- Failing to ensure that the route collection vehicle headlights are on while operating the vehicle;
- Failing to keep windows and mirrors clean and mirrors properly adjusted;
- Using any radar detector or similar device in the vehicle;
- Failing to shut off the vehicle and take the keys with you when away from the truck;
- Failing to notify dispatch or a Company official when leaving the vehicle for more than 30 minutes or for any reason other than Company business;
- Knowingly exceeding the vehicle's lawful weight limit;
- Failing to comply with Company lockout/tagout programs and procedures including, but not limited to, not entering the body of any vehicle unless the vehicle is locked out; and
- Failing to clean out behind the blade of a collection vehicle at the end of the day or when necessary.

The above list is not intended to be complete and does not change any employee's at-will employment relationship with the Company.

C. Harassment Prevention

Republic Services is committed to providing work environments that are supportive and free of harassment. We do not tolerate harassment of our employees, customers or vendors. Harassment can occur when someone is subjected to offensive conduct or comments based on race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, veteran status, genetic testing or information, or any other classification protected by law.

Some conduct or comments might not be offensive to the participants but still may offend others. To ensure that the work environment is pleasant for everyone, the Company's anti-harassment policy prohibits any conduct or comments based on the protected classifications noted above, even when the conduct or comments might not be illegal harassment under the law.

Sexual harassment is only one type of prohibited harassment, but it is worthy of specific mention. Sexual harassment may occur when someone is subjected to sexual or gender-related comments or conduct. To protect our employees from sexual harassment, the Company prohibits repeated expressions of sexual or romantic interest, advances, requests for sexual favors, and any other verbal or physical conduct that is sexual in nature or directed at a person because of his or her gender.

Each of us shares the responsibility of making sure that prohibited conduct does not occur in the workplace. If you believe that you or someone else has been or is being subjected to harassment, you must immediately contact your supervisor, another member of management, the head of

your department, Human Resources, or utilize the AWARE Line.

We will investigate all reports of improper conduct and will take appropriate action. No adverse action will be taken against anyone who, in good faith, reports such conduct, and all forms of retaliation are prohibited.

For your convenience, the Company's entire Anti-Harassment Policy is included in the Appendix to this handbook and is available on the Company Intranet, from Human Resources, and is posted on a bulletin board at every Company location.

D. Employee Safety

Safety & Compliance is our top priority on the Republic Star. We are committed to operating our facilities and equipment in a safe and efficient manner. Our goal is to eliminate hazards and practices that can lead to injuries to employees, our customers and the communities we serve or damage to the property of the Company or others. We believe that job-related injuries and accidents can be prevented and that the responsibility to do so must be shared equally by all employees. Whether working in a facility or operating vehicles or equipment, following safe work practices is a critically important part of your job at Republic Services. All Company employees and locations must comply with all applicable federal, state and local safety and health laws and standards and Department of Transportation (DOT) regulations, the American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA), as well as those standards set by the

Company. Additionally, all Company employees must work to provide a safe work environment that is free from recognized hazards and implement proactive measures to prevent accidents that cause bodily injury or property damage to employees, customers or the general public. You are responsible for knowing and following safe work practices. Refer to the Safe Actions for Excellence (SAFE) book for more information.

Management is accountable for providing safe equipment, training, and supervision to create a culture in which all employees can be highly productive without risking accidents and injuries. We ask that you join us in full commitment to accident and injury prevention as a part of our culture and to promote safety both on and off the job. Safety is everyone's responsibility.

E. Workplace Violence

We believe that a safe and supportive work environment must be free of violence or the threat of violence. To make sure you, our customers, and others are safe, acts of violence or threats of violence will not be tolerated. Violent behavior includes, but is not necessarily limited to, the following:

- Actual or threatened harm to another person, whether verbal or physical in nature;
- The possession on Company property of weapons (unless possessed in accordance with applicable law), or explosives of any kind; or,
- Loud, angry, threatening, or disruptive conduct.

If you know or suspect that a violent act has occurred or may occur in the future, you must

report it promptly to your supervisor or any manager, or to Human Resources or Safety. No adverse action will be taken against anyone who, in good faith, reports acts or threats of violence. We will investigate all reports of violence or threats of violence and will take appropriate action to ensure a safe working environment.

If violence or a threat of violence poses immediate risk to any person, you should contact law enforcement officials immediately.

F. Drug and Alcohol Use

We are committed to providing a safe workplace for all of our employees. Our commitment is demonstrated in part through our drug and alcohol program, which consists of pre-employment, random, reasonable suspicion, post-accident, and follow-up testing for drug and alcohol misuse. This testing applies to all employees, regardless of position, to the extent allowable by law.

Our Drug and Alcohol Free Workplace Policy and Procedures apply to all employees while at work or performing job functions on or in Company property or operating Company equipment. The policy specifically prohibits the use of illegal drugs (as defined in the Procedures) at any time and also prohibits the purchase, manufacture, transportation, distribution, dispensation, possession, use or sale of alcohol or illegal drugs by anyone while on Company premises or while performing or conducting Company business (subject to the very limited exceptions in the Procedures). Although this summary is provided to give you an overview of the Company's Drug and Alcohol Free Workplace policy, you must read the actual Policy and Procedures.

G. Confidential and Company-Owned Information

The protection of confidential business information is vital to the interests and the success of the Company. In the course of your employment with the Company, you may have access to confidential information, which may include the Company's business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that we consider proprietary and confidential. Maintaining the confidentiality of this information is vital to our competitive position in the industry and, ultimately, to our ability to achieve financial success and stability.

Employees must keep this information confidential. Non-public confidential information related to the Company's business must not be published or given out without the Company's prior review and consent. This obligation continues after you leave the Company.

Employees have the right to discuss their wages and working conditions. However, this right does not permit an employee to disclose proprietary information, trade secret information, or information that is otherwise subject to a legal privilege or right of privacy without the consent of the Company.

H. Conflicts of Interest

When there is a relationship or transaction between you (or a family member) and a Company customer, vendor or competitor that may affect your work performance, impartial judgment or

decisions on behalf of the Company, it can create a conflict of interest. Conflicts of interest may include the giving or receiving of gifts, money, loans, favors, confidential information or other benefits. Because a real conflict or even the appearance of a conflict between your private interests and the business interests of the Company can create serious problems for you and the Company, you must take care to avoid them. If you become aware of an actual or possible conflict of interest, you must immediately tell your supervisor, another member of management or Human Resources. The Company may then be able to make arrangements that will ease everyone's concerns over possible conflicts of interest.

I. Outside Employment (Moonlighting)

The Company strives to compensate all of our employees fairly and competitively, but we realize that personal circumstances may lead an employee to hold a second job. Outside employment is allowed as long as the other employer is not a competitor, customer, supplier or vendor of the Company, and as long as you continue to meet the performance standards of your job with Republic Services. You will be judged by the same performance standards and are subject to the Company's scheduling demands, regardless of any existing outside work commitments.

Outside employment is not permitted if it causes employees covered under Department of Transportation (DOT) Hours of Service Regulations or other applicable laws to exceed the maximum allowable working hours per day/week or restricts such employees from working the maximum allowable hours per day/week at the Company. If

you are covered under the DOT's Hours of Service Regulations as part of your employment with Republic Services, and if you hold an outside job(s), you must report all hours worked to the Company.

You may not perform work for other companies or individuals, or for your own personal business, on Company time, and you may not use Company-provided property for such purposes.

J. Company Technology And Systems

All technological, electronic and telephone communication systems (including, but not limited to, e-mail, voice mail, Company-paid cellular phones, personal data assistants, computers, tablets, internet and intranet, fax and copy machines) and all communication and information transmitted by, received from, or stored in Company systems are the property of the Company. The Company will monitor any aspect of computer and communication systems as the need arises. You should not expect personal privacy in anything created, sent, received or downloaded on any Company electronic or telephonic system. The Company reserves the right to access all electronic and telephonic records, and to retain or dispose of those records as appropriate. *YOU MAY NOT DOWNLOAD OR INSTALL ANY COMPUTER SOFTWARE ONTO A COMPANY-PROVIDED COMPUTER WITHOUT THE PRIOR APPROVAL OF THE CORPORATE IT DEPARTMENT.*

Reasonable personal use of Company-provided technology and communications equipment is permitted as long as it does not interfere with your job performance, complies with all Company policies, and does not create an expense to the Company.

Please refer to the Company's detailed information technology policies available on the Company Intranet.

K. Use of Other Company Property

The Company will supply you with the equipment, tools, materials, workspace, and other items you need to perform your job. You are expected, of course, to treat all Company property carefully and protect it from damage. Notify your supervisor if your equipment is out of order or not performing well so appropriate repairs can be made. Personal use of Company property is not allowed without your supervisor's prior approval. Unauthorized use or removal of Company property is prohibited.

Tools, equipment, vehicles, desks, lockers, computers and other Company property, and anything else provided to you by the Company to do your job, are the property of Republic Services. Without prior notice, a representative of the Company may search them in order to maintain a workplace that is free of illegal drugs, alcohol, firearms, explosives, other improper materials, or to ensure compliance with Company rules, policies and procedures. You should have no expectation of privacy in Company-provided property, so nothing should be stored in these areas that you do not wish to have inspected. All employees and all of the areas listed above are subject to search at any time. If an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, the Company will either furnish the lock and keep a copy of the key or combination, or else allow the employee to furnish a personal lock, but the employee must give the company a copy of the key or combination. The areas in question may be

searched at any time, with or without the employee being present. As a general rule, with the exception of items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that he or she would not be prepared to show Company officials and possibly turn over to law enforcement authorities.

Employees are responsible for all personal property they bring onto Company premises, including any personal property stored in Company property such as desks, lockers, or vehicles.

L. Social Media and Internet Use

Republic Services understands that social media activities can be a fun and rewarding way for employees to share their lives and opinions with family, friends and co-workers. However, social media activities also present certain risks and carry certain responsibilities and may affect the Company's legitimate business interests. Republic Services values its established brand reputation and good will relationships, which are important corporate assets. Therefore, when you engage in social media activity that identifies you as a Company employee, or in any way relates to Republic Services, you must follow the Company's Social Media Activities by Employees policy.

In general, the following requirements (among others) apply to employee social media use:

- Use of social media must comply with all Republic Services policies (including non-discrimination, anti-harassment and anti-retaliation policies), obligations to the Company, and applicable laws and regulations.

- Employees may not suggest via social media that they have authority to speak on behalf of the Company without prior written authorization from the Communications Department.
- Employees may not use Republic Services logos, trademarks, or proprietary graphics for any commercial purpose, and may not use them in any posting unrelated to the terms and conditions of their employment that disparages Republic Services' brand, products or services.
- The Federal Trade Commission (FTC) requires disclosure of a connection to a company or product about which a person writes online and that endorsements be truthful and not deceptive. Employees may not represent themselves or Republic Services in a false or misleading way. If social media activity expresses opinions, beliefs, findings or experiences concerning Republic Services' products or services, employees must disclose their names and positions with Republic. Unless Republic Services has approved any such endorsement in writing and in advance, the employee should specifically state: "The views expressed in this post are my own. They have not been reviewed or approved by Republic Services."

The above requirements do not apply to situations where two or more employees are discussing their wages, hours or working conditions in a manner that does not violate Company policies that relate to disclosure of confidential information, insider trading, discrimination, harassment or retaliation. Please refer to the Company's Social Media

Activity by Employees policy for more specific and additional guidance.

M. Solicitation

Republic Services seeks to maintain a safe and respectful working environment at all locations. Employees can be made to feel uncomfortable when another employee or third party solicits them, asking for financial or other support for a person, organization or idea. Likewise, the uncontrolled distribution of non-work related material might be disruptive or offensive.

To provide the best and most comfortable environment we can, the Company regulates solicitation and distribution as follows:

Employees are not allowed to solicit other employees, customers, contractors or vendors during work time. Employees are not allowed to distribute materials during their work time or at any time in work areas.

Work time for any employee means any time when that employee is supposed to be performing his or her job. In other words, it does not include meal or break periods. Work areas are all places on the Company's property where work is to be performed. Break rooms or areas, restrooms, and parking lots are not included.

Non-employees are not permitted to trespass or solicit Republic Services employees, customers, contractors or vendors, or to distribute material of any sort, at any time on Company property or through the use of Company resources, except for an infrequent solicitation on behalf of a charitable cause.

N. Accepting and Giving Gifts

Employees and members of their immediate families may not request or accept anything of significant value from any person or organization that does business with Republic Services or desires to do business with Republic Services. This includes suppliers, customers and third-party vendors. Employees also are prohibited from giving anything of significant value to customers or prospective customers to further Republic Services' business. This includes personal gifts, favors, unusual hospitality, loans or any other form of payment or benefit. However, the infrequent offer or acceptance of refreshments, meals, entertainment or gifts of reasonable value, in connection with business discussions, is an acceptable business practice.

O. Attendance and Punctuality

Being present at work and arriving on time are essential functions of your job with Republic Services. We recognize that all employees will need to be absent from work on occasion, so we provide all full-time employees with paid time off.

It is critical that we remain productive to effectively provide top service to our external and internal customers. The Company, your co-workers and, most importantly, our customers, depend on you to be here to perform your job. Unexcused absences, tardiness, and early departures can become a problem requiring closer attention and corrective action on an individual basis. You are expected to give reasonable notice if you are going to be absent or tardy. Please review your local attendance practices for specific requirements and who you should contact if you will be absent or tardy.

P. Dress and Appearance

During business hours and at any Company functions, you are expected to present a clean, neat and professional appearance and to dress according to the requirements of your position. In all cases, you should use good judgment when selecting work attire. Depending on the nature and conditions of your work, you may have specific dress requirements that meet functional or safety requirements. Employees who come to work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees may not be compensated for the time away from work.

Q. Smoking

To comply with the local laws that apply to many of our locations, smoking is not permitted in any enclosed area on Company property unless it is designated as a smoking area, or in other areas posted as non-smoking, such as landfills, transfer stations, refueling stations, etc. This applies to cigarettes, electric cigarettes, cigars, pipes and any other smoking paraphernalia. Designated smoking areas will be identified at most locations and should only be used when an employee is on a break or off duty.

R. Disciplinary Procedures

It is always the Company's goal to address problems when they occur and to maintain good working relationships with all of our employees. When a performance or conduct problem is observed, disciplinary action may be taken.

Discipline may include informal, verbal discussions or reprimands, which may be confirmed in writing, written warnings, suspensions without pay, or termination of employment. Any time discipline is given, the employee should be told what is wrong with his or her conduct, what must be done to correct it, and what will happen if the correction is not made.

The discipline given will depend upon the specific issue, policy violation or behavior; any prior disciplinary history; and other relevant circumstances. Some situations are so serious that immediate suspension or termination may be appropriate.

S. Separation From Employment

Republic Services is committed to making your employment a mutually beneficial relationship for both you and the Company. However, we do recognize that there may come a time when an employee or the Company may wish to end an employment relationship. Unless employed under certain written contracts, or otherwise provided by applicable law, employees and Republic Services each have the right to terminate employment at any time, with or without cause or notice.

When an employee resigns, the Company typically requests two weeks' advance notice so that we can fill the opening with minimum disruption. Upon termination, the employee will receive final pay in accordance with applicable state law. All accrued, vested benefits that are due and payable upon termination also will be paid at this time. Other accrued benefits, such as retirement or savings plans, will be distributed under the terms of those

plans. Employees leaving the Company should provide a current forwarding address so that the Company can send needed information about any outstanding matters such as W-2 forms.

T. Employee Rehire

Whenever an employment relationship ends, Republic Services will determine re-employment eligibility. Our decision is based on many factors, including, but not limited to, work and disciplinary history, attendance, overall performance, and the separation reason and circumstances.

IV. Pay, Benefits and Time Off

A. Compensation

Republic Services is committed to attracting and retaining top talent by ensuring that employee compensation is competitive and reflects geographical differences, complexity and scope of position, business unit or division, while remaining consistent with the Fair Labor Standards Act ("FLSA") and other applicable federal, state and local laws. We seek to attract and retain the most qualified talent. Your pay will be determined by the Company based on a variety of business factors and market considerations.

B. Timekeeping

Federal and state laws provide for two employment categories (exempt and non-exempt).

Exempt Employees

Exempt employees receive a pre-determined weekly or bi-weekly salary regardless of the number of hours worked. This salary will be subject to the deductions permitted by federal, state, and local law. Permissible and impermissible deductions from salary are described in the Republic Services Payroll Reporting For Exempt Employees Policy. Exempt employees are not eligible for overtime, but are required to accurately record and report their absences from work in accordance with the applicable Paid Time Off Policy.

Non-Exempt Employees

Non-exempt employees are paid on an hourly, incentive or day rate basis and are eligible for overtime pay as required by federal, state, and local law.

It is very important that non-exempt employees accurately record and report (typically by electronic time clocks) all hours worked, including any absences, late arrivals, early departures and meal breaks. It is a violation of Company policy to under-report or over-report your hours worked, or to falsify or alter your own or another employee's time record. If you are ever asked or instructed to do so, report it immediately to a member of management or Human Resources. You also may contact the AWARE Line to make such a report. Employees also are not allowed to punch in/out for another employee or to work "off the clock" (i.e., perform work that is not reported).

Overtime hours may be worked only when necessary and must be approved in advance by your supervisor. Employees who work unauthorized overtime, or who fail to record overtime hours worked, will be paid for this time but will be subject to disciplinary action. If your position requires overtime, we expect you to work it unless you are specifically excused by your supervisor. Refusing to work required overtime also may lead to disciplinary action. For more detailed information pertaining to this policy, refer to the Payroll Reporting for Non-Exempt Employees Policy, which can be found in the appendix of this handbook, on the Company Intranet, and is available from Human Resources. If you have questions about your working hours, please contact your supervisor.

C. Deductions

Your pay is subject to several kinds of deductions as permitted or required by federal, state, or local law. Some, such as federal, state and local taxes, Social Security, Medicare and garnishments are mandated

by law and must be deducted. Voluntary deductions are those requested by an employee, such as 401(k) contributions or health benefits deductions. Other deductions may be made for losses/shortages, union dues, uniforms, etc., to the extent allowed by applicable law. If you have any questions about your paycheck or deductions, contact your local Payroll Coordinator or Administrator.

D. Hours of Work

Your work hours will vary according to your position and the Company's business needs. Please contact your supervisor for this information.

E. Pay Periods, Dates, Frequency, and Ending Dates

Employees may be paid either weekly or bi-weekly at the Company's discretion. As a benefit to you, the Company provides you with the opportunity to have your pay deposited directly into your bank account or onto a pay card. This protects you and the Company, and allows you to receive your pay in a timely manner if you are absent on pay day.

Our normal pay day is Friday. The work week begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. Republic Services reserves the right to change pay dates, periods, and/or frequencies in accordance with state and federal law.

F. Meal and Rest Periods

It is important for safety, productivity, and quality of work life that all employees take appropriate breaks during the day to eat, take care of any personal calls

or matters that require attention, and to recharge. Employees are provided with rest periods and meal breaks during the workday. In general, non-exempt employees are required to take a thirty minute meal period during each work day. The meal period should be uninterrupted, and no work for the Company should be performed during that time. The meal period is mandatory, and employees may not refuse to take the meal period. Supervisors may make only very limited exceptions to this meal period requirement, consistent with the Meal Period Policy for Non-Exempt Employees.

Consult the Policy and your supervisor for more information about the frequency and duration of breaks and meal periods for your location.

G. Employee Benefits

Republic Services is committed to providing competitive health, welfare, and retirement benefits for employees such as:

- Medical insurance
- Dental insurance
- Vision care
- 401(k) plan
- Employee Stock Purchase Plan
- Life Insurance
- Spouse or dependent life insurance
- Accidental death and dismemberment insurance
- Short-term disability insurance
- Long-term disability insurance
- Health care spending account
- Dependent care spending account
- Employee Assistance Program (EAP)

Complete details about benefit plans and eligibility requirements are in the legal plan documents that govern plan operation and administration. If there is any discrepancy between the information provided in this handbook and the provisions of the plan documents, the plan documents govern. Republic Services reserves the right to terminate, suspend, withdraw, amend, or modify the program at any time without advance notice.

Please refer to your Benefits Guide, the Benefits Service Center or the Your Benefits Resources website for more information about benefits and eligibility.

1. 401(k) Plan

The Republic Services 401(k) Retirement Savings Plan is a savings and investment plan designed to provide eligible employees with a unique opportunity to save money, defer taxes, and participate in a variety of investment funds. Eligible employees can begin participating in the 401(k) Plan immediately. A Company match contribution is provided after one year of service, based on your contributions to the Plan. For more information on the 401(k) plan, contact the Vanguard Customer Service Center at 1-800-523-1188 or visit the Vanguard 401(k) website at www.vanguard.com.

2. Employee Stock Purchase Plan (ESPP)

The Employee Stock Purchase Plan (ESPP) is a benefit plan that allows you to invest in Republic Services stock at a discounted price. When you enroll in the plan, your paycheck deductions are accumulated over a quarterly offering period. At the end of the offering period, shares of company

stock are purchased and allocated to your account.

For more information and to enroll in the ESPP, you can call the Benefits Service Center at 1-800-811-0689, or visit the Your Benefits Resources website at www.yourbenefitsresources.com/rsibenefits.

3. COBRA

Federal law enables an employee or an employee's covered spouse and dependents to continue participating in a health insurance plan if coverage otherwise will end due to a reduction of the employee's work hours or termination of employment. Federal law also enables dependents to continue health insurance if their coverage ends due to an employee's death, divorce or legal separation, or with respect to a covered dependent child, failure to continue to qualify as a dependent. Continuation must be elected in accordance with the rules of the Republic Services group health plan(s) and is subject to federal law, regulations and interpretations. Upon a COBRA qualifying event, a COBRA election packet will be mailed to your home address.

For questions concerning COBRA, to make your COBRA elections, or for questions related to payment for COBRA, please contact the Benefits Service Center at 1-800-811-0689. You may also visit the Your Benefits Resources website at www.yourbenefitsresources.com/rsibenefits.

H. Paid Time Off

We encourage a healthy balance between your work life and your personal life. We recognize that for you to effectively do your job, you must have time

for relaxation and to attend to personal matters. We provide paid time off to cover situations such as vacations, routine illnesses, and other personal time off. Please see your supervisor or Human Resources for the applicable paid time off policy.

I. Leaves of Absence

The Company also provides leaves of absence for various types of situations that may arise.

Military Leave

Republic Services is committed to supporting our employees who volunteer for, or are called to, active or reserve military service. We protect the jobs of our uniformed servicemen and servicewomen by complying with state and federal law, including the Uniformed Services Employment and Reemployment Rights Act. Please advise your supervisor and Human Resources to request any leave time for uniformed service. Refer to our Military Leaves of Absence Policy, which is included in the appendix of this handbook and on the Company Intranet, for more information.

Leave for Family and Medical Reasons

Republic Services complies with the Family and Medical Leave Act (FMLA) which requires employers to provide up to twelve (12) weeks of unpaid job-protected leave to eligible employees for certain family and medical reasons, and twenty-six (26) weeks for the care of a covered service member. Employees are considered eligible for FMLA leave if they have worked for the Company for a minimum of twelve (12) months and have worked at least 1,250 hours during the preceding twelve (12) months.

Discretionary non-FMLA medical leave also may be available for eligible employees who are not eligible for or exhaust FMLA leave.

While on FMLA leave, your benefits under any group plan will continue, provided you continue to pay the required portion of the monthly premium for the plan(s) you were enrolled in at the time of your leave. Medical leaves of absence, including FMLA leave, will run concurrently with time off that is covered by a supplemental pay source such as short-term disability and/or worker's compensation benefits. Employees must maintain contact with their supervisors during leave and provide information and notice pertaining to their return to work or any changes in circumstances.

For more information, please refer to the Leaves of Absence for Family and/or Medical Reasons Policy, which is included in the appendix of this handbook and on the Company Intranet or from Human Resources.

Employees who need leave or are on leave are required to follow the procedures set forth in the Leave of Absence for Family and/or Medical Reasons Policy. Supervisors should be aware of the employee responsibilities under the policy and must take proactive steps to notify and partner with Human Resources about an employee who needs and/or goes out on leave. If a supervisor has questions about leaves of absence, he or she should seek assistance from Human Resources.

Other Leaves of Absence

Leave time also may be available for bereavement, jury duty, domestic violence and/or other reasons covered by state or local law. Also, in extreme and unique circumstances, a personal leave of absence may be available. Please consult with the Company's other leave policies for more information.

Appendix

- Code of Business Ethics and Conduct
- Non-Discrimination and Equal Employment Opportunity Policy
- Anti-Harassment Policy
- Leaves of Absence for Family and/or Medical Reasons Policy
- Military Leave of Absence Policy
- Payroll Reporting for Non-Exempt Employees Policy



**REPUBLIC
SERVICES**

CODE OF BUSINESS ETHICS AND CONDUCT

INTRODUCTION

The Republic Services, Inc. and its subsidiaries (collectively referred to herein as "Republic Services" or the "Company") Code of Business Ethics and Conduct makes compliance with high standards of business conduct mandatory for every Employee and independent contractor of the Company. References to "Employee" include all managers and officers. Adherence to the principles set forth in this Code and the Republic Services' other policies and related procedures is essential to the efforts of the Company to gain and keep the confidence and support of customers, suppliers, regulatory agencies, law enforcement agencies, the courts and the public. Most important of all, compliance is simply the right thing to do.

The business of Republic Services is complex and this complexity will only increase in the future. The number of laws, regulations, and other legal requirements that affect the Company's business will undoubtedly increase as technology advances and Republic Services' business efforts become more diverse. These changes will also create new ethical challenges as we adapt ourselves and our business to new situations. In light of these challenges, it is absolutely necessary that we have a central set of guiding principles to act as a legal and ethical compass. This Code and its supporting policies provide that compass.

Republic Services' Ethics and Compliance Program ("Compliance Program") includes:

- 1) ***The Code of Business Ethics and Conduct (the "Code")***, which establishes Republic Services' guiding ethical and legal principles for conducting its business; and
- 2) ***Corporate Policies and Procedures Manual ("Corporate Policies")***, which make up the specific policies governing business ethics and expected behavior to which Employees and independent contractors must adhere.

While each of these sections has a specific purpose, together they provide an integrated approach to the way Republic Services will conduct business at every level of the Company.

Republic Services

The AWARE Line
1-888-3-AWARE-4 (1-888-329-2734)

CODE OF BUSINESS ETHICS AND CONDUCT

Revised 10/31/2013

Republic Services, like any other company, is composed of relationships among diverse groups of people, or "stakeholders," who play different roles in our business. Because Republic Services understands that each of these groups has different needs, responsibilities, and legal obligations, the Code and the Corporate Policies are organized into categories that reflect those differences. The first nine categories deal with the guiding principles for our relationships with the government, shareholders, other Republic Services Employees, our customers, our competitors, the marketplace, our independent contractors, partners and affiliates, our communities and the international community. The remaining categories outline the process by which this Code and the Corporate Policies and related compliance plans will be communicated and adhered to, in addition to the mechanisms to report claims of any illegal or unethical behavior. Also included is the notice provision for any waiver of this Code.

Republic Services' Compliance Program reflects our commitment to do what is right. It is also necessary both to manage our business effectively and to meet the constantly changing needs of the marketplace. It is a critical part of the way we do business. All Employees and independent contractors of the Company must follow the requirements of Republic Services' Compliance Program as well as all applicable laws and rules.

This part of the Compliance Program, the Code, sets forth general principles for operating our business. In a fundamental sense, this Code is like the constitution of a country. It establishes standards and principles that must guide all of the conduct of the citizens of the country, the Employees of Republic Services. Specific laws and regulations (the Corporate Policies and related compliance plans) provide additional details as to how the principles in the Code are to be implemented. These policies and plans are considered to be part of the Republic Services Code. You are responsible for acquiring sufficient knowledge of the standards set forth in this Code, as well as other Corporate Policies, to recognize potential compliance issues applicable to your duties and for appropriately seeking advice regarding such issues. Violations of laws, regulations, rules, and orders can subject an Employee to individual criminal or civil liability, as well as to Company discipline. Such individual violations may also subject the Company to civil or criminal liability.

Because the principles described in this Code are general, you should review the applicable Corporate Policy for specific instruction and contact your manager, Human Resources, Legal Department or the Corporate contact referenced within the policy when you have questions regarding proper conduct in a particular situation.

Nothing contained in this Code, the Corporate Policies, or other Compliance Program communications creates or implies an employment contract or term of employment. Republic Services is committed to continuously reviewing its policies, and, therefore, this Code and the Corporate Policies are subject to modification.

I. YOU AND THE GOVERNMENT

Republic Services Employees and independent contractors must follow the applicable laws, regulations, rules, and regulatory orders of every jurisdiction in which Republic Services operates, including those governing relationships with governments and government employees. Republic Services forbids payments of any kind, by its subsidiaries, affiliates, Employees and independent contractors, to any government official within the United States or abroad, for the purpose of obtaining or retaining business, or for the purpose of influencing favorable consideration or treatment regarding a business activity or other matter.

II. YOU AND THE SHAREHOLDERS

Republic Services is dedicated to creating value for its shareholders. Our shareholders have shown confidence in us by investing in the Company, and our obligation to them is to enhance and protect Republic Services' assets. That means we must be vigilant to protect the Company's physical property as well as intangible assets such as trade secrets and financial data. All Republic Services Employees must protect sensitive and proprietary information from disclosure to individuals outside and inside of Republic Services who do not have a need to know.

Republic Services is committed to the use of a strong, effective system of internal controls designed to safeguard and preserve the Company's assets. The Republic Services organization is responsible for maintaining and enforcing a system of internal administrative and accounting controls. These systems of control, which are mandated by law, are designed to ensure that all business transactions are properly authorized by management, are executed in accordance with such authorization, and are appropriately reflected on the Company's books and records.

The cooperation of each and every Employee is necessary for this system to be effective in enabling Republic Services to document transactions and dispositions of its assets accurately. Where Employees are responsible for the acquisition or disposition of assets for the Company, or are authorized to incur liabilities on the Company's behalf, they must be careful not to exceed the authority vested in them. [See Levels of Authority Policy](#). Every Employee is involved, if not in the authorization or execution of business transactions, at least in reporting of some kind, if only expenses for travel and entertainment or for hours worked on a time card. It is important that it be done honestly and accurately. [See Accuracy of Business Records Policy](#).

Employees who engage in other business activities during non-working hours should be sure that those activities do not interfere with their work at Republic Services. There are a number of situations where an Employee's personal interest conflicts, actually or in appearance, with the interests of the Company or the Employee's loyalty to Republic Services. Such situations could interfere with an Employee's ability to make judgments solely in the Company's best interests. Employees should not hold substantial ownership interest in any competing business or any

outside concern which does business with the Company, absent authorization from the Company's General Counsel or designee.

Employees (including members of their immediate families) may not, directly or indirectly, offer or accept frequent meals, gifts or entertainment, of other than reasonable value, from any person, firm, corporation or association with which Republic Services does or seeks to do business. Republic Services expects that every Employee will avoid any activity, interest or association that might interfere or even appear to interfere with the independent exercise of his or her judgment in the best interests of the Company, its stockholders and the public. If you have more specific questions about how a situation that you are involved in fits with this rule, first check the [Conflicts of Interest Policy](#) and then ask your manager, Human Resources or the Company's Legal Department. Sometimes the evolving nature of Republic Services' business changes a previously acceptable situation into a potential conflict of interest.

III. YOU AND REPUBLIC SERVICES

All Employees and independent contractors have a right to work in an environment free of unlawful discrimination. Republic Services will provide equal employment and promotional opportunities for all Employees and applicants for employment on a non-discriminatory basis. Every Employee and independent contractor is responsible for ensuring that the work environment is free of discrimination or harassment due to race, religion, color, national origin, gender, sexual orientation, gender identity or expression, age, disability, veteran status, genetic testing or any other classification protected by law. See [Non-Discrimination and Equal Employment Opportunity Policy](#) and the [Anti-Harassment Policy](#). Retaliation against persons making good faith claims of discrimination is a serious violation and will result in discipline up to and including termination. Persons knowingly filing false, frivolous or malicious complaints will also be subject to discipline up to and including termination.

Republic Services recognizes and respects the privacy and confidentiality of Employee records. Personnel, medical, benefits and other Employee records are afforded the same confidentiality given to client records. Information is collected, utilized and disclosed only on a business need-to-know basis, except as may otherwise be required by law.

IV. YOU AND OUR CUSTOMERS

Republic Services' continued growth and success depends, to a large extent, on the ability of its Employees to increase customer confidence. Serving customers effectively is Republic Services' most important goal. If your job puts you in contact with customers or potential customers, it is critical for you to remember that to these people, you are Republic Services. You represent not only the Company, but all other Republic Services Employees as well. Republic Services' goodwill is one of our most important assets, and Employees must act to preserve and enhance

4

Republic Services

The AWARE Line
1-866-3-AWARE-4 (1-866-329-2734)

CODE OF BUSINESS ETHICS AND CONDUCT

our positive reputation. Information gathered by the Company is intended for use by Republic Services and no Employee is permitted to gain personal benefit from such information.

Republic Services respects the privacy of customer records, and access to customer information should be restricted to a business need-to-know basis. Absent the customer's consent, disclosure of confidential information is prohibited except to the extent required by law.

V. YOU AND OUR COMPETITORS

The highest standards of ethical conduct must be observed in all relationships with our competitors. Republic Services will compete not just vigorously and effectively but fairly as well. The Company must and will comply with all applicable antitrust and pricing laws and requirements relating to unfair competition. The antitrust laws prohibit anti-competitive agreements (such as price-fixing agreements between competitors), unlawful monopolies, unfair methods of competition and unfair or deceptive acts or practices, and allow both the government and private plaintiffs to bring actions for violations.

There are many types of conduct that the antitrust or trade regulation laws may prohibit under certain circumstances. Republic Services understands that these rules are complex and sometimes hard for Employees to understand. See [Observance of Antitrust Laws Policy](#). Whenever in doubt about the legality of any action, Employees should consult with Republic Services' Legal Department in advance of initiating such action.

VI. YOU AND THE MARKETPLACE

Republic Services must respect the integrity of the markets in which it operates. To do so, it must ensure that confidential information is protected and that information properly disclosed to the public is accurate. Confidential information includes all information, whether technical, business, financial, or otherwise, concerning Republic Services that the Company treats as confidential or is not made available in the marketplace. This information must not be divulged except in accordance with established Company procedures and applicable law. Confidential information shall not be used for any Employee's personal gain, nor may any Employee allow a third party to use or obtain such information. This is true regardless of the information or the manner in which the information is obtained.

Company Representatives (which includes Employees, Officers, Directors, consultants and contractors of the Company, in addition to members of their immediate families) may not use confidential information for personal benefit and are prohibited from purchasing or selling Company securities (including debt and equity securities of the Company) on the basis of material information before it is made publicly available to ordinary investors through appropriate media. Company Representatives also are prohibited from passing on such material nonpublic information to others. Material nonpublic information may include financial results; news of a

5

Republic Services

The AWARE Line
1-866-3-AWARE-4 (1-866-329-2734)

CODE OF BUSINESS ETHICS AND CONDUCT

pending or proposed acquisition, merger or other business relationship; major new customers, projects or services; and any other information that has the potential to affect Republic's stock price. [See Insider Trading Policy](#) for additional details relating to compliance with federal securities laws regarding trading in securities on the basis of material nonpublic information. Further, Republic complies with the SEC's Regulation FD to ensure the fair disclosure of material nonpublic information about the Company. [See Regulation FD Disclosure Policy](#).

Republic Services' books, records and all documents, including reports submitted or reviewed by government authorities, must accurately and fairly reflect all transactions and existing Company operations. Republic Services will maintain a system of internal accounting controls to ensure that: a) assets are safeguarded; b) transactions conform to management's authorizations; and c) accounting records are accurate. No Employee will falsely report transactions or fail to report the existence of false reports in the Company's accounting records. Employees certifying the correctness of records and documents, including vouchers, bills, reports and permit applications shall take all reasonable steps to assure that the information contained in the records and documents is correct and proper. [See Accuracy of Business Records Policy](#).

VII. YOU AND OUR SUPPLIERS, CONTRACTORS, PARTNERS AND AFFILIATES

Our suppliers, contractors, partners and affiliates make significant contributions to our Company's success. To create an environment where they have an incentive to work with Republic Services, they must be confident that they will be treated fairly. Employees should not accept gifts, gratuities or entertainment of an unreasonable value from any company or person that does business or is seeking to do business with the Company. Employees must avoid any situation in which personal interest conflict with those of the Company and take steps against the personal interest influencing the Company's actions. [See Conflicts of Interest Policy](#).

Consultants and agents retained by Republic Services should follow this Code and all applicable Corporate Policies in the course of their work on behalf of the Company. While Republic Services does not guarantee the conduct and behavior of our consultants and agents, it is part of your responsibility as a Republic Services Employee to insist that our consultants and agents behave appropriately. Consultants and agents shall not be retained to do anything illegal or improper. What Republic Services cannot do directly it should not and will not do indirectly by acting through another party.

VIII. YOU AND THE COMMUNITY

Republic Services is committed to being a responsible corporate citizen within the world-wide communities in which it operates, and it wants its Employees to be important and constructive members of their communities as well.

Republic Services recognizes that the need to preserve and protect the vital natural resources of clean air, water, and land is one of the most important obligations we have to our world and to our community. [See Environmental Compliance Policy](#). Every Republic Services Employee must assist these efforts by obeying all applicable environmental laws. The Company and all of its Employees share the responsibility to know the requirements of applicable environmental laws and Company practices and procedures. You must in particular be aware of environmental reporting requirements specific to your Company role.

Active participation in the political life of your community is a critical part of being a good citizen, but political activity by corporations and corporate Employees raises important ethical and legal concerns. Under federal and many state laws, Republic Services is prohibited from making "political contributions" to political parties or candidates. The term "political contribution" includes the donation of property or services and the purchase of tickets to fund-raising events, as well as direct cash contributions. Where corporate political contributions are legal in connection with state or local elections, such contributions shall be made only from funds allocated for that purpose. For details and approval authorities related to these contributions. [See Political Contributions Policy](#).

Individual Employees are encouraged to support their own parties and candidates, but they must do so on their own time and with their own resources. It is improper for an Employee to use his or her position within the Company to solicit political contributions from another Employee for the purpose of supporting a political candidate or influencing legislation. It is also improper for an Employee to make a political contribution in the name of Republic Services and then seek reimbursement. Employees may make direct contributions of their own money, but such contributions are not reimbursable by Republic Services.

IX. YOU AND THE INTERNATIONAL COMMUNITY

Republic Services is committed to applying uniformly high standards of ethics and business conduct in every country in which it operates, and in every business relationship or affiliation it has worldwide. In any pursuit of international business in an increasingly global economy, Republic Services will be guided both by the laws and regulations of the United States and the laws and regulations of the countries within which we do business. In some circumstances, of course, that will mean that the Company is subject to different rules, and thus will do business somewhat differently from country to country. Additionally, laws may be in conflict and, therefore, in such circumstances you should contact Republic Services' Legal Department. One thing is, however, constant. Wherever we do business, we are committed to doing business ethically and within the law.

X. COMPLIANCE PROCESS AND MECHANISMS TO REPORT CLAIMS OF ANY ILLEGAL OR UNETHICAL BEHAVIOR

All Republic Services Employees are responsible for compliance with all laws, rules, standards, and principles contained or referenced, directly or indirectly, in this Code, the Corporate Policies and other components of the Compliance Program. In addition, each Employee has an obligation to behave according to high ethical standards.

Part of your ethical responsibility to Republic Services (and your job!) is to help the Company in enforcing its Compliance Program. You should be alert to possible violations of the law or the Compliance Program anywhere in the Company, and you must report such violations promptly. If you believe or become aware that any violation of this Code, Corporate Policies or any illegal activity has been engaged in by any other Employee or third party acting on behalf of the Company, you must promptly report the violation or illegal activity in person, by telephone or in writing, to one of the following persons:

- Your immediate supervisor or another member of management (all managers maintain an "Open Door" relationship that encourages direct communication to promptly resolve issues).
- Your Human Resources or Safety Manager.
- The Company's General Counsel or other attorney in the Corporate Legal Department.
- With respect to specific claims regarding accounting violations, the Company's Vice President, Internal Audit, who will coordinate the review with the Audit Committee of the Board of Directors.
- If you are reluctant to talk directly with a Company representative about a potential violation of the law, this Code or Corporate Policy or prefer to remain anonymous, the Company also offers a confidential toll-free number to call, The AWARE Line, at **1-866-3-AWARE-4 (1-866-329-2734)**, which is available in English and Spanish, 24 hours a day, seven days a week. This toll-free number is operated by an independent service.

Illegal acts or improper conduct may subject the Company to severe civil and criminal penalties, including large fines and being barred from certain types of business. In many cases, if the Company discovers and reports illegal acts to the appropriate governmental authorities, the Company may be subject to lesser penalties.

You violate this Code by failing to report a violation of Corporate Policies or any illegal or potentially illegal activity to those responsible for investigating such reports. You also must cooperate in any Company investigation of violations. In addition, any Employee who is convicted of a felony, whether related to the Republic Services Compliance Program or not, must report that fact to Republic Services' General Counsel.

All cases of questionable activity will be reviewed to the extent possible, or reported for legal action, discipline or other corrective steps. The Company will keep the identities of Employees about or against whom allegations of violations are made confidential consistent with the need to conduct investigations and cooperate with enforcement authorities as appropriate. Republic Services will also protect the identity of the reporting party to the extent permitted under the law. Reprisal, retribution or retaliation by anyone within the Company against any Employee who has, in good faith, reported a violation or suspected violation by another is strictly prohibited.

Violations of the law, this Code or Corporate Policies can lead to disciplinary action up to and including termination.

Disciplinary action may also be taken against managers or executives who condone, permit or fail to take appropriate action against, or fail to exercise reasonable care to prevent and detect illegal, unethical, or other improper conduct.

In addition to disciplinary action, Republic Services may refer a matter to law enforcement authorities for possible investigation and prosecution. The Company may also seek restitution from any Employee for losses resulting from the Employee's violations.

New Corporate Policies may, and likely will, be adopted in the future. When such policies and related compliance plans are approved, they will be considered to be part of this Code.

This Code is intended to help you better understand what we believe to be in the best interests of Republic Services' stakeholders. It is impossible to define or even envision every conceivable situation in which Employees will be confronted with an ethical dilemma. This Code, however, should establish an awareness and alertness to ethical responsibilities that will cause you to stop before taking action in a particular situation and to make an evaluation of the ethical concerns involved.

XI. WAIVERS OF THIS CODE

A request for a waiver of a provision of this Code must be made whenever there is a reasonable likelihood that a contemplated action will violate this Code. All requests for waivers must be made in writing to the Company's General Counsel located at 18500 N. Allied Way, Phoenix, Arizona 85054. No waiver of the Code can be made for any Executive Officer or Director except by action of the Board of Directors, and such waiver will be promptly disclosed to shareholders and others. If the request under consideration relates to any other employees, the determination will be made by a Company Executive Officer in consultation with the General Counsel.



Policy No.: HRS-113
Initial Release Date: 04/14/2009
Revision Date: 12/09/2013

Policies and Procedures Manual ("PPM")
Non-Discrimination and Equal Employment Opportunity

1.	Purpose	2
2.	Applicability	2
3.	Policy Effective Date	2
4.	General Policy	2
5.	Employee Responsibilities	2
6.	Recruitment	2
7.	Compliance with this Policy	3
8.	Policy Contact(s)	3
9.	Policies and Procedures Manual – Appendices	3

Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.



Policy No.: HRS-113
Initial Release Date: 04/14/2009
Revision Date: 12/09/2013

1. Purpose

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and its subsidiaries ("Republic" or the "Company") approved policies and procedures for non-discrimination and equal employment opportunity ("EEO").

2. Applicability

This policy applies to all applicants, employees, contractors, vendors and those doing business with the Company and its affiliates.

3. Policy Effective Date

This policy is effective as of April 14, 2009.

As Company policies may be modified or updated from time to time, employees always should refer to the Company's corporate website for the most current version of the policy.

4. General Policy

The Company has established this policy to ensure that all applicants and employees are provided equal opportunity without regard to their physical appearance, personal beliefs, veteran status or any other classification protected by law.

It is the policy of the Company to treat all applicants and employees as individuals without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, veteran status, genetic testing or any other classification protected by law. This means that the Company will not tolerate discrimination with respect to any employment-related decision or practice, including, but not limited to, advertising, benefits, compensation, hiring, promotion, demotion, transfer, discipline (including probation, suspension and/or termination), availability of Company facilities, performance evaluation, recruitment, social/recreational programs and training.

5. Employee Responsibilities

All supervisors and managers are responsible for ensuring that all procedures and practices at each Company location are in full compliance with all applicable federal, state and local EEO statutes, rules and regulations, and the provisions of this policy.

All supervisors and managers are responsible for implementing this policy and their performance will be judged, in part, on how they implement this policy. The Company requires all supervisors and managers to attend appropriate training and briefings on the Company's EEO policies and procedures in order to assist in their implementation.

6. Recruitment

Each Company location will maintain contact with recruitment sources approved by Regional or Corporate Human Resources specifically selected by such location in order to provide maximum access to a broad base of applicants, including individuals who are members of groups protected by law.



Policy No.: HRS-113
Initial Release Date: 04/14/2009
Revision Date: 12/09/2013

All employment decisions will be based on an individual's qualifications, such as skill, knowledge and/or the ability to perform the position being filled (e.g., education, experience, demonstrated competence, etc.). When appropriate, Government security requirements also must be satisfied.

The Company will ensure that all employment advertising and all employment orders placed with employment agencies clearly indicate the Company's EEO policy with the following statement: An Equal Opportunity Employer M/F/D/V. The Company also will ensure that all employment selection procedures are job-related and consistent with all applicable federal, state and local requirements.

7. Compliance with this Policy

Failure to comply with this policy will result in disciplinary action, including in appropriate circumstances termination of employment.

8. Policy Contact(s)

If you have specific questions or concerns relating to this policy, please contact your local Human Resources Manager, your Local, Divisional, Area or Regional Supervisor or Manager, or Corporate Human Resources.

9. Policies and Procedures Manual – Appendices

Note: The links listed below will be activated only after final approval of each document. Until such approval, please refer to your current policy, procedure, guideline, etc.

A. Related Documents

- 1) [The Americans with Disabilities Act](#)
- 2) [Anti-Harassment Policy](#)



Policy No.: HRS-118
Initial Release Date: 04/14/2009
Revision Date: 12/09/2013

Policies and Procedures Manual ("PPM")
Anti-Harassment Policy

1.	Purpose	2
2.	Applicability	2
3.	Policy Effective Date	2
4.	General Policy	2
5.	Responsibility for a Harassment-Free Workplace	2
6.	Sexual Harassment	3
7.	Reporting Obligations	3
8.	Review by the Company of Harassment Allegations	3
9.	Non-Retaliation Statement	3
10.	Policy Contact(s)	4
11.	Policies and Procedures Manual – Appendices	4

Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.



Policy No.: HRS-118
Initial Release Date: 04/14/2009
Revision Date: 12/09/2013

1. Purpose

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and its subsidiaries ("Republic" or the "Company") approved policies and procedures on sexual and other harassment.

2. Applicability

This policy applies to all Republic employees, as well as all vendors, contractors and visitors on Company property at any time.

3. Policy Effective Date

This policy is effective as of April 14, 2009.

As Company policies may be modified or updated from time to time, employees always should refer to the Company's corporate website for the most current version of the policy.

4. General Policy

The Company does not tolerate any form of illegal harassment, discrimination, intimidation or retaliation in the workplace.

Consistent with the Company's commitment to providing employees with a rewarding job experience, and in compliance with various laws, the Company will not tolerate harassment against any employee based on the employee's race, religion, color, national origin, gender, sexual orientation, gender identity or expression, age, disability, veteran status, genetic testing or any other classification protected by law. Employees who violate this policy will be disciplined and may be held personally liable for any injury suffered by another employee as a result of such conduct.

Under the law, harassment occurs only when conduct meets certain specific criteria. However, this policy is intended to prohibit all conduct directed at an employee because of race, religion, color, national origin, gender, sexual orientation, gender identity or expression, age, disability, veteran status, genetic testing or any other classification protected by law, even if the law does not prohibit the conduct. This includes conduct or comments that a person would reasonably find offensive. Therefore, jokes or comments about a person's race, religion, color, national origin, gender, sexual orientation, gender identity or expression, age, disability, veteran status or any other classification protected by law will not be tolerated. Accordingly, the Company may discipline employees who violate this policy even if the employees' conduct does not violate the law.

5. Responsibility for a Harassment-Free Workplace

Every employee is responsible for refraining from conduct or language that could reasonably be viewed as harassment and is expected to report any such conduct to management.

All supervisors and managers have the responsibility to maintain the workplace free of harassment and are responsible for the full implementation of this policy.



Policy No.: HRS-118
Initial Release Date: 04/14/2009
Revision Date: 12/09/2013

6. Sexual Harassment

Sexual harassment is unique in that it includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Under the law, illegal sexual harassment occurs when:

- 1) Submission to such conduct is made, either explicitly or implicitly, a condition of an individual's employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Employees need to understand that conduct acceptable to them may be offensive to other employees. It is the Company's policy to prohibit inappropriate physical touching, sexually explicit language, obscene gestures, staring, sexual jokes, display of explicit materials, comments about other employees' bodies, derogatory comments based on gender, gender-related jokes, repeated requests for dates or other expressions of attraction or sexual interest, and other similar behavior.

7. Reporting Obligations

Employees believing that they are or have been subjected to any form of harassment prohibited by this policy are urged to contact their immediate supervisors. However, there may be times when an employee is reluctant to report such conduct to an immediate supervisor. In such cases, the employee should report the conduct to a management representative with whom the employee is comfortable reporting the conduct, such as the Site or Area Manager, the Regional Human Resources Manager, a Corporate Human Resources Manager, or by calling the AWARE Line. Similarly, any employee who becomes aware of a violation of this policy should report it to one of these parties. In particular, supervisors and managers have the responsibility to promptly report harassment so that the Company may conduct a review and take prompt and appropriate corrective and preventive action.

8. Review by the Company of Harassment Allegations

Every report of conduct prohibited by this policy will be reviewed by the appropriate Area Human Resources Manager and/or the Corporate Human Resources Department. The review will be conducted on a fair and impartial basis. The relevant facts will be evaluated on a case-by-case basis in determining whether an action does, in fact, violate this policy. All such reviews will be conducted in a manner designed to protect, to the maximum extent permissible under the circumstances, the privacy of all parties concerned.

9. Non-Retaliation Statement

After a review is conducted, any employee who is determined to have violated this policy will be subject to disciplinary action, including, in certain circumstances, termination of employment. The Company will not take any adverse action against an individual who makes a good faith report of harassment or discrimination, or who participates in a review of such conduct. The Company does not permit employees to engage in retaliation. Retaliation is a serious violation of this policy and should be reported immediately to an Area Human Resources Manager, a Regional Vice President, the Corporate HR Manager, or through the AWARE Line. Any person found to have retaliated against



Policy No.: HRS-118
Initial Release Date: 04/14/2009
Revision Date: 12/09/2013

another individual for reporting harassment will be subject to serious disciplinary action, including, in certain circumstances, termination of employment.

10. Policy Contact(s)

If you have specific questions relating to this policy, please contact your local Human Resources Manager, your Local, Divisional, Area or Regional Supervisor or Manager, or Corporate Human Resources.

11. Policies and Procedures Manual – Appendices

Note: The link listed below will be activated only after final approval of each document. Until such approval, please refer to your current policy, procedure, guideline, etc.

A. Related Documents

- 1) [Non-Discrimination and Equal Employment Opportunity Policy](#)



Policy No.: HRS-104
Initial Release Date: 03/10/2010
Revision Date: 05/17/2013

Policies and Procedures Manual ("PPM") **Leaves of Absence for Family and/or Medical Reasons**

1. Purpose	2
2. Applicability	2
3. Policy Effective Date	2
4. Policy Contact(s)	2
5. General Policy	2
6. Employee Responsibilities	3
7. General Procedures and Controls	3
8. Policies and Procedures Manual – Appendices	9

Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.



Policy No.: HRS-104
Initial Release Date: 03/10/2010
Revision Date: 05/17/2013

1. Purpose

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and its subsidiaries ("Republic" or the "Company") policies and procedures to ensure the fair and consistent treatment of all employees who need to take time off of work for family or medical reasons and to ensure that employees receive any leave to which they are entitled under applicable law.

2. Applicability

This policy applies to leaves of absence under the Family and Medical Leave Act ("FMLA") as well as Non-FMLA leaves of absence for medical reasons. This policy is applicable to all employees of the Company who meet the eligibility requirements set forth in this policy. Eligible employees covered by collective bargaining agreements are entitled to leave pursuant to this policy. To the extent that a collective bargaining agreement provides for different rights, such rights apply, except that no collective bargaining agreement will be interpreted to interfere with an employee's right to statutory leave. To the extent that a collective bargaining agreement governs the return to work of an employee from a leave of absence, such terms also shall apply.

3. Policy Effective Date

This policy is effective as of March 10, 2010.

As Company policies may be modified or updated from time to time, employees always should refer to the Company's Corporate website for the most current version of the policy.

4. Policy Contact(s)

Questions concerning this policy should be directed to:

Area Human Resources Manager

Or

Region Vice President, Human Resources

Or

Vice President, Employment Practices

5. General Policy

Republic's policy is to provide eligible employees with up to 12 weeks of job protected unpaid leave under the FMLA for Qualifying Reasons.

The maximum leave available under all Company policies combined is 26 weeks during a rolling 12-Month Period; however, employees may be entitled to additional leave under federal or state law. Employees covered under a collective bargaining agreement, will have the leave rights pursuant to the collective bargaining agreement that exceed those available under federal or state law. Leave to



Policy No.: HRS-104
Initial Release Date: 03/10/2010
Revision Date: 05/17/2013

care for an injured Covered Servicemember under the FMLA may be taken for up to 26 weeks in a single 12-month period beginning on the first day leave is taken for that purpose.

6. Employee Responsibilities

A. Employees

- 1) Employees are required to abide by the provisions set forth in this policy and all other relevant Company policies. Employees found to be in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

7. General Procedures and Controls

A. FMLA

1) FMLA Leave – Eligibility

a. Employees are eligible for FMLA leave if they have:

- i. Worked for the Company for a minimum of 12 months, which need not be consecutive;
- ii. Worked at least 1,250 hours over the 12 months prior to the commencement of the leave; and,
- iii. Currently work at a location where, within 75 miles, there are 50 or more Company employees.

2) FMLA Leave – Intermittent or Reduced Schedule Leave

- a. Intermittent or reduced work schedule leave is available when medically necessary and is available for qualifying exigency leave.
- b. Intermittent or reduced work schedule leave may be taken in increments as small as one hour. In certain circumstances, the Company may temporarily transfer an employee on such leave for planned medical treatment to another position of equivalent pay and benefits to better accommodate this type of leave.

3) Limitations on FMLA Leave

a. FMLA leave may be limited in certain situations.

- i. For example, if a husband and wife are both employed by the Company, the combined amount of leave for both employees will be limited to 12 weeks when the leave is for the birth, adoption or placement of a child, or to care for a parent with a Serious Health Condition. Leave taken by married spouses also may be combined when taken to care for an injured Covered Servicemember.
- ii. Additionally, certain highly compensated employees, as defined in the FMLA, at each Company facility may not be entitled to reinstatement, and if that is the case, the employee will be notified that reinstatement is not guaranteed at the time the Company approves the request for leave, and the employee will be given the opportunity to elect not to take leave or to return to work if leave has begun.



4) Application for and Approval or Denial of FMLA Leave

a. Employee Notice

- i. Employees must apply for FMLA leave 30 calendar days before their expected leave start date, unless the leave is unforeseeable. To provide notice of the need for FMLA leave, the employee must contact the Aon Hewitt Service Center (the "Service Center") at 1-800-811-0889.
- ii. If the leave is not reasonably foreseeable, employees must provide as much notice as practicable, generally on the day the employee learns of the need for leave or the following business day.

b. Certification Requirements

i. Serious Health Condition

1. An employee seeking FMLA for his/her own Serious Health Condition must provide the Service Center with a certification from an appropriate health care provider in advance of the leave when the leave is foreseeable or within 15 calendar days after an employee is requested to provide such certification.
2. Unless state law provides otherwise, the certification is expected to be on the form provided to the employee by the Service Center.

ii. Leave to Care for a Family Member with a Serious Health Condition

1. An employee seeking FMLA leave to care for a Family Member with a Serious Health Condition must provide the Service Center with a certification from an appropriate health care provider in advance of the leave when the leave is foreseeable, or within 15 calendar days after an employee is requested to provide such certification.
2. Unless state law provides otherwise, the certification is expected to be on the form provided to the employee by the Service Center.

iii. Qualifying Exigency

1. An employee seeking FMLA leave for a qualifying exigency or to care for an injured Covered Servicemember must provide the Service Center with a certification in advance of the leave when the leave is foreseeable, or within 15 calendar days after an employee is requested to provide such certification.
2. Unless state law provides otherwise, the certification is expected to be on the form provided to the employee by the Service Center.

c. Clarification/Second and Third Opinions

- i. The Company has the right to require a second medical opinion at its own expense. If the first and second opinions differ, the Company may request a third medical opinion. If a third opinion is requested, it will be provided by a health care provider approved jointly by the employee and the Company. The Company also may require recertification periodically during a leave and may ask for authentication and/or clarification of any



medical certification submitted. All forms must be filled out completely and legibly.

d. Consequences of Failure to Provide Notice or Submit Proper Documentation

- i. Absent unusual circumstances, failure to provide timely notice to the Service Center of the need for FMLA and/or to provide all requested documentation may be grounds for denial or delay of leave or disciplinary action, up to and including termination of employment.
- ii. The Company initially may approve an employee's leave request, but subsequently discover facts demonstrating that the leave does not qualify as a leave under this policy, or after conditionally approving a request, the employee may fail to give the Company the required documentation. In such cases, absent unusual circumstances, the Company will deny the leave and may terminate the employee's employment.

5) Return from FMLA Leave

- a. Upon return from an approved FMLA leave, employees ordinarily will be returned to their position or an equivalent position, with the same pay and benefits. However, an employee taking FMLA leave has no greater rights to reinstatement or to other benefits and conditions of employment than if he/she had not taken FMLA leave.

- i. The employee must submit a health care provider's fitness for duty certification to his or her Supervisor/Manager if the employee is returning from a leave due to the employee's own Serious Health Condition.

1. The Company may delay restoration of the employee's position until a fitness for duty certification is provided.
2. If an employee returns with work restrictions that render the employee unable to perform the essential functions of the employee's job, the Company will determine whether a reasonable accommodation is appropriate and available, including whether, as a form of accommodation, any other position for which the employee is qualified is available.
3. If a reasonable accommodation that would allow the employee to work is not appropriate or not available, the employee may exhaust any remaining FMLA leave, and if FMLA leave has been exhausted, the Company will consider whether additional leave may be granted before making a decision that the employment relationship will be terminated. Employees separated from the Company under these circumstances are eligible to be considered for rehire should they wish to reapply for employment with the Company in the future. Moreover, a termination for these reasons will not affect the employee's rights, if any, to workers' compensation benefits or short- or long-term disability benefits.

- ii. Employees will not suffer any adverse employment action for requesting or taking FMLA leave.

1. For example, in rating an employee's performance or for purposes of applying an absence policy, the Company will not consider the fact that an employee has taken FMLA leave.



Policy No.: HRS-104
Initial Release Date: 03/10/2010
Revision Date: 05/17/2013

2. However, there may be unusual situations in which employees are not returned to their positions or equivalent positions. For example, where an employee's position has been eliminated for reasons unrelated to the fact that the employee took FMLA leave (such as a layoff that would have impacted the employee even if working at the time), the employee may not be returned to his or her position or an equivalent position.

6) FMLA State-Specific Information

- a. The FMLA does not supersede any state or local law or collective bargaining agreement or occupational injury benefit plan that provides greater leave rights. Where applicable, employees at locations where state law provides for greater family leave rights will be provided with information on these rights.
- b. Employees should review the bulletin boards at their work locations to ascertain their rights under state law, and they may contact their Human Resources representatives with any questions relating to specific state leave regulations.

7) Leave under State Family Military Leave Laws

- a. States in which the Company does business may provide leave for Family Members of Covered Servicemembers. The entitlements for such leave differ from state to state. Company policy is to comply with such laws in any circumstances where they apply to employees of the Company.

8) Leave Extensions

- a. If an employee on an FMLA leave requires additional time off of work beyond the leave provided under the FMLA, the employee should request additional leave under this policy before the expiration of the FMLA leave time, absent unusual circumstances.
- b. If an employee has already applied and been approved for leave under this policy and requires a leave extension, the employee should apply for additional leave time before the initially approved leave expires, absent unusual circumstances.

B. Non-FMLA Medical Leave

1) Non-FMLA Medical Leave Eligibility

- a. Employees who desire time off from work because they are unable to perform the essential functions of their job due to a physical or mental condition, but who are not entitled to leave under the FMLA (such as those who are not eligible or who have already exhausted their FMLA leave) may be granted non-FMLA medical leave. Typically, non-FMLA medical leave is not job protected leave. Employees may be entitled to job protected leave as a reasonable accommodation under the Americans with Disabilities Act (ADA).

2) Non-FMLA Leave – Intermittent or Reduced Schedule Leave

- a. Typically, non-FMLA medical leave will not be available to employees on a reduced or intermittent schedule.

3) Application for and Approval or Denial of Non-FMLA Medical Leave

- a. To be approved for a non-FMLA medical leave, employees must request the leave (absent unusual circumstances) and assist the Company in obtaining sufficient information to determine whether the request should be granted.



Policy No.: HRS-104
Initial Release Date: 03/10/2010
Revision Date: 05/17/2013

Unless the leave is required by law, all such requests will be decided at the sole discretion of the Company.

b. Employee Notice

- i. Employees must apply for non-FMLA medical leave 30 calendar days before their expected start date of the non-FMLA leave, unless the leave is unforeseeable. To provide notice of the need for non-FMLA medical leave, the employee must contact the Service Center at 1-800-811-0659.
- ii. If the leave is not reasonably foreseeable, employees must provide as much notice as practicable, generally on the day or next business day of learning of the need for leave. However, the Service Center must receive proper documentation within 15 calendar days from the first scheduled workday missed.
- iii. The Company reserves the right to require additional information and/or to require second and/or third medical opinions.

c. Certification Requirements

- i. An employee seeking non-FMLA medical leave must provide the Service Center with a certification from an appropriate health care provider in advance of the leave when the leave is foreseeable or within 15 calendar days after an employee is requested to provide such certification.
- ii. Unless state law provides otherwise, the certification is expected to be on the form provided to the employee by the Service Center.

d. Consequences of Failure to Provide Notice or Submit Proper Documentation

- i. Failure to provide timely notice to the Service Center of the need for non-FMLA leave and/or to provide all requested documentation may be grounds for denial or delay of leave or disciplinary action, up to and including termination of employment.
- ii. The Company initially may approve an employee's leave request, but subsequently discover facts demonstrating that the leave does not qualify as a leave under this policy, or after conditionally approving a request, the employee may fail to give the Company the required documentation. In such cases, the Company will deny the leave and may terminate the employee's employment.

4) Return from Non-FMLA Medical Leave

- a. Upon return from an approved non-FMLA medical leave, the employee must provide his or her Supervisor/Manager with a fitness for duty certification from his or her health care provider authorizing him or her to return to work and listing any work restrictions. Upon receipt of the fitness for duty certification from the health care provider, the Company will determine whether the employee's position is available (unless the employee's right to return to the same position was protected by federal or state law).
- b. If the employee's position is not available, the Company will determine if any other position for which the employee is qualified is available. If no such position is available, the employment relationship will be terminated.
- c. If the employee's position is available, but the employee returns with work restrictions that render the employee unable to perform the essential functions of the employee's job, the Company will determine whether a reasonable



Policy No.: HRS-104
Initial Release Date: 03/10/2010
Revision Date: 05/17/2013

accommodation is appropriate and available, including whether any other position for which the employee is qualified is available. If a reasonable accommodation is not appropriate or not available, the employment relationship will be terminated.

- d. Employees separated from the Company under these circumstances are eligible to be considered for rehire should they wish to reapply for employment with the Company in the future. Moreover, a separation for these reasons will not affect the employee's rights, if any, to workers' compensation benefits or short- or long-term disability benefits.

C. Additional Leave Required above Maximum FMLA and Non-FMLA Medical Leave

- 1) If additional leave time is not required by law and the employee is not able to return to work at the end of the maximum 26 weeks of leave, he or she will be separated in good standing from the Company, and his or her employee benefits will terminate.
- 2) Any separation under these circumstances will not impact the employee's rights, if any, to workers' compensation or short- or long-term disability benefits.
- 3) If the employee is eligible for continued insurance coverage under the Consolidated Omnibus Benefits Reconciliations Act ("COBRA") at the time of his or her separation, he or she will receive information shortly after separation regarding how to continue insurance coverage.
- 4) The employee also is eligible to be considered for rehire should he or she wish to reapply for employment with the Company at a future time.

D. While on FMLA or Non-FMLA Leave under this Policy

- 1) During an approved leave under this policy, employees may not engage in other work or employment. If employees violate this provision, they will be considered to have voluntarily terminated their employment with the Company.
- 2) Employees who suffer worker's compensation injuries or who file worker's compensation claims, as well as employees who apply for and/or receive short- or long-term disability benefit payments, must apply for leaves of absence under this policy in order to be entitled to corresponding time off. The right to receive worker's compensation or disability benefits does not automatically entitle employees to time off unless they follow the procedures under this policy. Additionally, absences to which an employee is entitled under any state law also will run concurrently with leave under this policy to the full extent permitted by law.
- 3) Employees are required, to the extent permissible by law, to use all of their available paid time off during any otherwise unpaid leave under this policy.
 - a. Employees on leave of absence for more than 12 consecutive weeks will no longer earn vacation time until they return to work.
 - b. Employees are not allowed to use unaccrued annual allotments of personal and/or vacation days for leaves under this policy. Any leave remaining after use of paid time off is unpaid.
 - c. The substitution of paid time for unpaid family/medical leave time does not extend the length of FMLA leave.
- 4) If an employee is granted leave under this policy and was eligible for and elected group medical insurance coverage before beginning his or her leave the employee will continue to be covered by the group medical insurance plans as long as he or she satisfies the



Policy No.: HRS-104
Initial Release Date: 03/10/2010
Revision Date: 05/17/2013

requirements of this policy and the requirements of the applicable insurance plans, including:

a. Payment of Premiums:

- i. An employee granted leave under this policy must make arrangements to pay his or her share of the premium costs (e.g., monthly premium payments) during the period of any unpaid leave.
- ii. If an employee's premium payment is more than 30 days overdue, his or her group medical insurance coverage will lapse retroactively to the date when the employee's first unpaid premium was due (following 15 calendar days' written notice to the employee).

b. Failure to Return to Work:

- i. Group medical insurance coverage may terminate for an employee on leave under this policy if the Company learns that he or she does not intend to return to work or if he or she does not return to work when the leave expires.
 - ii. In such a case, the Company will require reimbursement of any premiums or claims paid on behalf of the employees during the leave unless the reason for not returning was due to a continued Serious Health Condition or for other reasons beyond the employee's control.
- 5) Employees are expected to keep both the Service Center and their Supervisors/Managers informed of any change regarding their ability to return to work at the time indicated by their health care provider. In addition, employees must contact their Supervisors/Managers two weeks in advance of their scheduled return to work date to verify that they will be returning as scheduled. In circumstances in which the Company is not legally required to return the employee to his or her job, the Company will need to determine if there is an available position for which the employee is qualified.
 - 6) Any notice required from an employee under this policy may be provided by another responsible person if the employee is physically or mentally unable to provide that notice (but not simply because it would be inconvenient for the employee to provide that notice).

8. Policies and Procedures Manual – Appendices

Note: The links listed below will be activated only after final approval of each document. Until such approval, please refer to your current policy, procedure, guideline, etc.

a. Related Documents

- 1) [Americans with Disabilities Act](#)

b. Definitions

- 1) **12-Month Period** – A rolling 12-Month Period measured backward from the date the employee uses family or medical leave under this policy. Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. The examples below relate to leave taken for reasons other than to care for an Injured Covered Servicemember.



**REPUBLIC
SERVICES**

Policy No.: HRS-104
Initial Release Date: 03/10/2010
Revision Date: 05/17/2013

- i. **Example (1):** If an employee took 12 consecutive weeks of leave between June 1, 2009 and August 31, 2009, the employee would not be entitled to begin additional FMLA leave until June 1, 2010.
 - ii. **Example (2):** If an employee took eight (8) weeks of leave during the past 12 months, an additional four (4) weeks of leave could be taken. If an employee used four weeks beginning February 1, 2009, four (4) weeks beginning June 1, 2009, and four (4) weeks beginning December 1, 2009, the employee would not be entitled to begin additional FMLA leave until February 1, 2010. Assuming the employee meets the other eligibility requirements of the FMLA, on February 1, 2010, the employee would be entitled to begin taking up to an additional four (4) weeks of FMLA leave between February 1, 2010 and May 31, 2010. On June 1, 2010, the employee would be entitled to begin taking up to an additional four (4) weeks of FMLA leave between June 1, 2010 and November 30, 2010. On December 1, 2010, the employee would be entitled to begin taking up to an additional four (4) weeks of FMLA leave between December 1, 2010 and January 31, 2011.
- 2) **Armed Forces** – Army, Navy, Air Force, Marine Corps, Coast Guard including National Guard and Reserves.
 - 3) **Covered Servicemember** – A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A Covered Servicemember includes a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces at any time during three period of five years preceding the date of treatment, recuperation or therapy.
 - 4) **Family Member** – Spouse, son, daughter, or parent.
 - 5) **Child** – Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

Child on covered active duty or call to covered active duty status means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.
 - 6) **Spouse** – Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides, including common law marriage in States where it is recognized.
 - 7) **Parent** – Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter as defined above. This term does not include parents "in law."

Parent of a covered servicemember means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."
 - 8) **Qualifying Reasons** –
 - i. A Serious Health Condition that makes the employee unable to perform the essential functions of the assigned job;



**REPUBLIC
SERVICES**

Policy No.: HRS-104
Initial Release Date: 03/10/2010
Revision Date: 05/17/2013

- ii. Care for the employee's child after birth, adoption or foster care placement of a child;
 - iii. Care for the employee's child, spouse or parent who has a Serious Health Condition;
 - iv. Qualifying exigency arising out of the fact that an employee's parent, child or spouse is on covered active duty or has been notified of any impending call or order to active duty or has been notified of any impending call or order to covered active duty, in the Armed Forces; and,
 - v. Care for an injured Covered Servicemember with a serious illness or injury who is a current member of the Armed Forces or care for a veteran, who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness incurred or aggravated in the line of active duty, and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, and who is an employee's parent, child, spouse, or relative for whom the employee is next of kin. Such leave may be taken for up to 26 weeks in a single 12-Month Period beginning on the first day leave is taken for this purpose.
- 9) **Serious Health Condition** – An illness, injury, impairment, or physical or mental condition that involves one of the following:
 - i. **Absence Plus Treatment** – A period of incapacity of more than three consecutive full calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 1. Treatment two or more times within 30 days of the first day of incapacity (absent extenuating circumstances) by a health care provider, or by a provider of health care services (i.e., physical therapist) under order of, or on referral by, a health care provider (the first treatment must occur within seven (7) days of the first day of incapacity); or
 2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. The first treatment must occur within seven (7) days of the first day of incapacity.
 - ii. **Chronic Conditions Requiring Treatments** – A chronic condition which:
 1. Requires periodic visits (at least twice per year) for treatment by a health care provider;
 2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and,
 3. May cause episodic, rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
 - iii. **Inpatient Care** – Inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
 - iv. **Multiple Treatments (Non-Chronic Conditions)** – Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider either for restorative surgery after an



**REPUBLIC
SERVICES**

Policy No.: HRS-104
Initial Release Date: 03/10/2010
Revision Date: 05/17/2013

accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

- v. **Permanent/Long-Term Conditions Requiring Supervision** – A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or Family Member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's Disease, a severe stroke, or the terminal stages of a disease.
- vi. **Pregnancy** – Any period of incapacity due to pregnancy or prenatal care.



**REPUBLIC
SERVICES**

Policy No.: HRS-108
Initial Release Date: 12/22/2009
Revision Date: 05/17/2013

Policies and Procedures Manual ("PPM") Military Leaves of Absence

1.	Purpose	2
2.	Applicability	2
3.	Policy Effective Date	2
4.	Policy Contact(s)	2
5.	General Policy	2
6.	Employee Responsibilities	2
7.	General Procedures and Controls	2
8.	Leave for Military Service (Service of Two Weeks or Less)	3
	A. Levels of Authority	3
	B. Policies	3
	C. Procedures and Controls	3
9.	Leave of for Military Service (Service Greater Than Two Weeks)	3
	A. Levels of Authority	3
	B. Policies	3
	C. Procedures and Controls	3
10.	Continuation of Benefits	3
	A. Levels of Authority	3
	B. Policies	4
	C. Procedures and Controls	4
11.	Eligibility for Reinstatement upon Return from Military Training or Service	4
	A. Levels of Authority	4
	B. Policies	4
	C. Procedures and Controls	4
12.	Timely Application for Reemployment	4
	A. Levels of Authority	4
	B. Policies	5
	C. Procedures and Controls	5
13.	Five-Year Limit for Military Service	5
	A. Levels of Authority	5
	B. Policies	5
	C. Procedures and Controls	6
14.	Release from Service under Other-Than-Honorable Conditions	6
	A. Levels of Authority	6
	B. Policies	6
	C. Procedures and Controls	6
15.	Prohibition against Discrimination	6
	A. Levels of Authority	6
	B. Policies	6
	C. Procedures and Controls	6
16.	Policies and Procedures Manual – Appendices	6

Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.



Policy No.: HRS-108
Initial Release Date: 12/22/2009
Revision Date: 05/17/2013

1. Purpose

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and its subsidiaries ("Republic" or the "Company") policies and procedures for military leaves of absence. The Company is committed to supporting its employees who are called to or volunteer for the uniformed services of the United States. The Company will fulfill that commitment by adhering to this policy.

2. Applicability

This policy applies to all employees.

3. Policy Effective Date

This policy is effective as of December 22, 2009.

Company policies are modified or updated from time to time. Employees should therefore always refer to the Company's Corporate website for the most current version of the policy.

4. Policy Contact(s)

Please direct questions about this policy to:

Vice President, Employment Practices

5. General Policy

The Company appreciates the significant burdens that uniformed service men and women bear in times of war, crisis or national emergency. Likewise, the Company embraces the protections provided by federal and state laws to uniformed service men and women, including those of the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Under USERRA, uniformed service men and women are entitled to certain benefits, including unpaid leave from their jobs, for most kinds of active duty and training.

6. Employee Responsibilities

A. Employees

- 1) Employees must comply with the provisions set forth in this policy and all other relevant Company policies. Employees who violate this policy are subject to discipline, up to and including termination of employment.

7. General Procedures and Controls

- A. When an employee is called to military training or duty, the employee must submit a copy of the official military orders, if available, to such employee's Supervisor or Manager as soon as



Policy No.: HRS-108
Initial Release Date: 12/22/2009
Revision Date: 05/17/2013

possible. If an employee's written orders are not available, the employee or an appropriate officer of the branch of the uniformed services for which the employee will be serving must provide oral or written notice of the employee's military service to the employee's Supervisor or Manager as soon as it becomes available. The employee also should contact the Aon Hewitt Service Center at 1-800-811-0689 for leave administration and tracking purposes.

8. Leave for Military Service (Service of Two Weeks or Less)

A. Levels of Authority

- 1) No additional levels of authority specific to this policy apply.

B. Policies

- 1) Leave for reserve training duty, annual training duty, or other obligations required of reserve unit members or members of the National Guard will be granted.
- 2) Leave for two weeks or less will be unpaid. However, during this period an employee may use any accrued vacation time to supplement any military pay he or she may receive.

C. Procedures and Controls

- 1) The employee must notify his or her Supervisor or Manager immediately upon receiving notification or orders for such training or other obligations to allow the Company to schedule coverage of the employee's shift.
- 2) The employee does not need to formally apply for a military leave of absence (a "Military LOA") for military leave of two weeks or less.

9. Leave of for Military Service (Service Greater Than Two Weeks)

A. Levels of Authority

- 1) No additional levels of authority specific to this policy apply.

B. Policies

- 1) Employees who are members of the National Guard or a reserve component of the United States Armed Forces called into active duty are eligible for a Military LOA and are eligible to receive the difference between their Company base pay and their basic military pay for a maximum of 104 weeks based on a standard hour workweek.

C. Procedures and Controls

- 1) If a military duty is expected to, or actually does, last longer than two weeks, the employee must apply for a Military LOA through the Aon Hewitt Service Center at 1-800-811-0689.
- 2) The employee must submit official documentation establishing such employee's current basic military pay rate to his or her Supervisor or Manager within the first four weeks of the leave in order to receive any supplemental military pay to which the employee may be entitled.

10. Continuation of Benefits

A. Levels of Authority



Policy No.: HRS-108
Initial Release Date: 12/22/2009
Revision Date: 05/17/2013

- 1) No additional levels of authority specific to this policy apply.

B. Policies

- 1) For an employee on a USERRA-qualified Military LOA, such employee may continue health, dental and vision insurance coverage for up to 30 months.
 - A) For the first 12 months of such leave, the employee must pay the same premium contributions as an employee not on leave.
 - B) An Employee on a USERRA-qualified Military LOA after 12 months may continue such employee's medical, dental and vision coverage at his or her own expense for an additional 18 months pursuant to COBRA coverage. This period of COBRA coverage is intended to satisfy the remaining period of continuation coverage required by USERRA.
- 2) An employee may elect in writing to suspend any or all of such employee's benefits during the leave in favor of military insurance or COBRA coverage by submitting a written request to the appropriate Benefits point of contact.
- 3) The Company will reinstate the benefits upon the employee's return to regular employment after the Military LOA.
- 4) All benefits other than health, dental and vision insurance will terminate as of 12 months into the Military LOA.

C. Procedures and Controls

- 1) No additional procedures and controls specific to this policy apply.

11. Eligibility for Reinstatement upon Return from Military Training or Service

A. Levels of Authority

- 1) No additional levels of authority specific to this policy apply.

B. Policies

- 1) Employees on a Military LOA are eligible for reinstatement under the following conditions:
 - A) The employee or an appropriate officer of the uniformed service must provide the Company with reasonable notice of the impending return to work.
 - B) The employee must apply for reinstatement and report for work within the time limits provided by USERRA.
 - C) The employee must have been discharged or released from active duty under honorable conditions. For additional information regarding release from service under other-than-honorable-conditions refer to section 14 of this policy.

C. Procedures and Controls

- 1) The employee must provide an official documented proof of military discharge to his or her immediate Supervisor or Manager, including the date of discharge.
 - A) If such documentation does not exist or is not readily available at the time the employee returns to work, the employee must provide the documentation as soon as possible.

12. Timely Application for Reemployment

A. Levels of Authority



Policy No.: HRS-108
Initial Release Date: 12/22/2009
Revision Date: 05/17/2013

- 1) No additional levels of authority specific to this policy apply.

B. Policies

- 1) After completing the Military LOA, employees must apply for reemployment in a timely manner.

C. Procedures and Controls

1) Military LOA for 1-30 Days

- A) After a period of less than 31 days of Military LOA, the employee must report for work at the start of the first full regularly scheduled work period, on the first day after the completing the Military LOA, the time reasonably required for safe transportation from the place of service to the employee's residence, and a period of eight hours for rest.
- B) If reporting the next day is impossible or unreasonable because of circumstances beyond the employee's control (like an accident on the return trip), the employee is required to inform his or her Supervisor or Manager and report for work as soon as reasonably possible thereafter.

2) Military Service for 31 Days or More

- A) If the period of Military LOA exceeds 30 days but is less than 181 days, the employee must apply in writing for reemployment within 14 days after completing the Military LOA.
- B) If the Military LOA is 181 days or more, the employee must apply in writing for reemployment within 90 days after completing the Military LOA.
- C) The application for reemployment must be in writing, but does not need to be in any particular form as long as it communicates that the employee is available to return to work after the Military LOA.
- D) The reporting or application deadlines are extended for up to two years for individuals who are hospitalized or convalescing because of a disability incurred or aggravated during the period of Military LOA. The Company will extend this two-year period by the minimum time required to accommodate circumstances beyond an individual's control that would make reporting within the two-year period impossible or unreasonable.

13. Five-Year Limit for Military Service

A. Levels of Authority

- 1) No additional levels of authority specific to this policy apply.

B. Policies

- 1) Under most circumstances, the cumulative length of the Military LOA must not exceed five years.
- 2) The cumulative five-year limit for the Military LOA is measured from the date of commencement of the employee's employment relationship with the Company.
- 3) Uniformed service or Military LOA performed before the employee's hire date is irrelevant for purposes of the leave rights granted under USERRA and by the Company.



Policy No.: HRS-108
Initial Release Date: 12/22/2009
Revision Date: 05/17/2013

- 4) Reserve and National Guard training and involuntary call-ups do not count toward the employee's five-year limit.
- C. Procedures and Controls
 - 1) No additional procedures and controls specific to this policy apply.

14. Release from Service under Other-Than-Honorable Conditions

- A. Levels of Authority
 - 1) No additional levels of authority specific to this policy apply.
- B. Policies
 - 1) Employees on Military LOA who have received other-than-honorable discharge are not eligible for reemployment with the Company.
- C. Procedures and Controls
 - 1) No additional procedures and controls specific to this policy apply.

15. Prohibition against Discrimination and Retaliation

- A. Levels of Authority
 - 1) No additional levels of authority specific to this policy apply.
- B. Policies
 - 1) The Company prohibits discrimination against individuals who serve in the uniformed services.
 - 2) The Company prohibits retaliation against service members and those who would testify about or witness discrimination against uniformed service members.
 - 3) This prohibition against discrimination and retaliation covers individuals who are members of, apply to be members of, perform, have performed, apply to perform, or are obligated to perform service in a uniformed service.
- C. Procedures and Controls
 - 1) No additional procedures and controls specific to this policy apply.

16. Policies and Procedures Manual – Appendices

Note: The links listed below will be activated only after final approval of each document. Until such approval, please refer to your current policy, procedure, guideline, etc.

- A. Related Documents
 - 1) No related documents specific to this policy are applicable.



Policy No.: HRS-108
Initial Release Date: 12/22/2009
Revision Date: 05/17/2013

B. Definitions

- 1) Military LOA - Leave of absence from the Company for uniformed services.
- 2) Service in the uniformed services - Shall have the meaning ascribed in the USERRA, which is as follows:

The performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, and a period for which a person is absent from a position of employment for the purpose of performing authorized funeral honors duty.

- 3) Other-than-honorable discharge - An individual receives a punitive ruling by court martial or is dropped from the rolls of the uniformed service.



Policy No.: PAY-103
Initial Release Date: 09/28/2009
Revision Date: 12/09/2013

Policies and Procedures Manual ("PPM")
Payroll Reporting for Non-Exempt Employees

1.	Purpose	2
2.	Applicability	2
3.	Policy Effective Date	2
4.	Policy Contact(s)	2
5.	General Policy	2
6.	Employee Responsibilities	2
7.	General Procedures and Controls	4
8.	Non-Exempt Voluntary Deductions	4
	A. Levels of Authority	4
	B. Policies	4
	C. Procedures and Controls	4
9.	Reporting Mistakes and Obtaining More Information	5
	A. Levels of Authority	5
	B. Policies	5
	C. Procedures and Controls	5
10.	Policies and Procedures Manual – Appendices	5

Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.



Policy No.: PAY-103
Initial Release Date: 09/28/2009
Revision Date: 12/09/2013

1. Purpose

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and its subsidiaries ("Republic" or the "Company") policies and procedures to ensure that Non-Exempt Employees as defined in this policy are accurately compensated in accordance with all applicable federal and state laws.

2. Applicability

This policy applies to all employees.

3. Policy Effective Date

This policy is effective as of September 28, 2009.

As Company policies may be modified or updated from time to time, employees should always refer to the Company's Corporate website for the most current version of this policy.

4. Policy Contact(s)

Questions concerning this policy should be directed to:

Vice President, Total Rewards & HR Systems

5. General Policy

Republic's policy and practice is to accurately compensate employees consistent with all applicable federal and state laws, including the Fair Labor Standards Act ("FLSA"), to ensure that Non-Exempt Employees are properly paid for all time worked and that no improper deductions are processed. A Non-Exempt Employee is an employee who must be paid at least minimum wage for all hours worked and is eligible for overtime pay.

The Company shall make every effort to ensure that all employees are paid correctly. When issues are brought to the Company's attention, the Company will promptly make any corrections necessary. All Non-Exempt Employees must correctly record all time worked and review their paychecks promptly to identify and report any errors. If a Non-Exempt Employee believes that a mistake has occurred or if the employee has any questions, he or she should promptly report the matter to their Supervisor or Payroll Department point of contact.

6. Employee Responsibilities

A. Non-Exempt Employees

- 1) Employees are required to abide by the provisions set forth in this policy and all other relevant Company policies. Employees found to be in violation of this policy may be subject to disciplinary action, up to and including termination of employment.
- 2) Non-Exempt Employees must immediately contact their Supervisor with questions regarding when or how many hours the employee is expected to work.
- 3) Non-Exempt Employees must request and receive pre-approval from their Supervisor prior to working any non-scheduled or overtime hours.

2 of 6



Policy No.: PAY-103
Initial Release Date: 09/28/2009
Revision Date: 12/09/2013

- 4) All Non-Exempt Employees must submit a daily recording of hours worked in accordance with local procedures. The employee's arrival, departure and the minimum 30-minute meal period must be recorded accurately through the card swipe, time card or other designated timekeeping system.
- 5) All Non-Exempt Employees are required to report all time worked in accordance with the Time Card Certification (see Appendix A.3), including any non-scheduled or overtime hours for which an employee failed to request or receive pre-approval.
- 6) Non-Exempt Employees should review each pay stub upon receipt to make sure reported time and pay are correct.
 - A. If it appears that a mistake has been made or if any reported withholdings appear inconsistent with those elected, employees should promptly report the matter to their Supervisor or the designated Payroll Department representative.
 - i. If the Supervisor or designated Payroll Department representative is unavailable or if a prompt and fully acceptable response is not received timely (within five (5) business days), the employee should contact a Manager in the Company (e.g., local Human Resource Manager, Corporate Payroll, Controller, Department Head, etc.).

B. Supervisor

- 1) Supervisors must review and approve Non-Exempt Employee reported work time.
- 2) Supervisors must review all requests submitted by their Non-Exempt Employees for time off, to work through a meal period, or to work overtime hours. Non-Exempt Employees must make such requests in advance.
- 3) Supervisors must either decline or provide advanced approval to Non-Exempt Employee for their requests for time off, to work through their meal period, or to work overtime hours.
- 4) Supervisors must promptly respond to all employee pay inquiries. The Supervisor's response should fully address the employee's question or concern and should be provided as soon as possible, but no later than five (5) business days.
- 5) Supervisors are responsible for ensuring that no one instructs, encourages, or allows any employee to work Off-the-Clock, to incorrectly report hours worked, or to alter another employee's time records.

C. Division Controller or General Manager

- 1) The Division Controller or General Manager shall review the Payroll Register each pay period. The review shall include a reasonableness check of the hours paid and a determination that all payees listed are valid employees.
- 2) The Division Controller shall review the Employee Changes Report on a monthly basis to verify the accuracy of the changes, including those referring to rates of pay. The report must be run for the entire one-month date range since the time of the last review.
- 3) The Division Controller or General Manager shall review, initial, and date the Employee Change Report at least monthly to identify employees that should be classified as 'terminated' or on 'LOA.'
- 4) The Division Controller shall perform a surprise audit at each division once each quarter (during the quarters where there is not a pay-out test as required in M1) to compare the time records to the Pay Period Reports and verify that the reviews required in L1 are performed.

3 of 6



Policy No.: PAY-103
Initial Release Date: 09/28/2009
Revision Date: 12/09/2013

D. Payroll Department

- 1) The Payroll Department is responsible for processing accurate and complete data in a timely manner.

7. General Procedures and Controls

- A. Non-Exempt Employees include "day rate" employees, drivers who receive incentive compensation and other hourly employees. If any employee is not sure whether he or she is a Non-Exempt Employee, the employee should contact his or her immediate Supervisor or Human Resources Manager.
- B. Non-Exempt Employees are responsible for submitting a daily recording of their hours worked in accordance with local procedure. When an employee works, he or she must report all time worked. In addition, the employee's arrival, departure, and meal break must be recorded accurately through the card swipe, time card or other timekeeping system at their location. If the employee does not have access to one of these timekeeping tools, the employee must keep a written record of any hours worked and provide a copy of the written record to the employee's Supervisor no later than the end of the same work week.
- C. Non-Exempt Employees may not start work early, go beyond their scheduled ending time, work during a minimum 30-minute meal period or perform any extra or overtime work unless 1) directed by a Supervisor, and 2) such time is properly recorded according to this policy.
- D. All Non-Exempt Employees are expected to take their designated minimum 30-minute meal period every day in accordance with [Meal Period Policy for Non-Exempt Employees](#) (see Appendix A.2). If an employee believes that they cannot take their meal break on a particular day, the employee must obtain his or her Supervisor's advance permission to not take the meal break.
- E. Non-Exempt Employees are prohibited from performing any "Off-the-Clock" work (i.e., working without reporting the time worked).
- F. Supervisors, Managers and other employees may be responsible for directing the work of a Non-Exempt Employee. It is a serious violation of Company policy for a Supervisor, Manager or any other employee directing the work of a Non-Exempt Employee to instruct, encourage, or allow a Non-Exempt employee to work Off-the-Clock (e.g., without reporting the time worked), to not report a missed meal break, to incorrectly report hours worked or to alter another employee's time records.

8. Non-Exempt Voluntary Deductions

- A. Levels of Authority
 - 1) No levels of authority specific to this policy are applicable.
- B. Policies
 - 1) The wages may also be reduced for deductions such as the employee's portion of health, dental or life insurance premiums; state, federal or local taxes; social security; voluntary contributions to a 401(k) plan; or, garnishments, child support and other statutory deductions and associated fees.
 - A. Corporate Payroll Management reserves the right to approve or deny the creation of any new employee voluntary deductions and wage assignments.
- C. Procedures and Controls
 - 1) No procedures and controls specific to this policy are applicable.

4 of 6



Policy No.: PAY-103
Initial Release Date: 09/28/2009
Revision Date: 12/09/2013

9. Reporting Mistakes and Obtaining More Information

A. Levels of Authority

- 1) No levels of authority specific to this policy are applicable.

B. Policies

- 1) It is the Company's policy to ensure that all employees are paid correctly and to encourage employees to promptly report any mistakes, concerns or questions they may have regarding their compensation.

C. Procedures and Controls

- 1) If a Supervisor or Manager instructs, encourages or allows a Non-Exempt Employee to work Off-the-Clock, incorrectly report hours worked, to not report a missed meal break, or alter another employee's time records, the incident should be reported immediately using the following procedure:
 - A. Contact your Supervisor or Payroll Department point of contact.
 - B. If the Supervisor or Payroll Department point of contact is unavailable or the employee has not received a prompt and acceptable response (within five (5) business days), the employee should contact a Manager in the Company (e.g., local Human Resource Manager, Corporate Payroll, Controller, Department Head, etc.)
 - C. If a satisfactory response (within five (5) business days) has not been received after reporting the concern to a Manager in the Company (e.g., local Human Resource Manager, Corporate Payroll, Controller, Department Head, etc.) please immediately use the AWARE Line at 1-866-3-AWARE-4 (1-866-329-2734). The AWARE Line is a toll-free number available 24 hours a day, 7 days a week.
- 2) Every AWARE Line report will be fully reviewed and corrective action will be taken where appropriate, up to and including termination of employment for any employee(s) who violates this policy.
- 3) The Company will not tolerate any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination of employment.
- 4) For additional information regarding the AWARE Line see the Code of Business Ethics and Conduct (see Appendix A.1).

10. Policies and Procedures Manual – Appendices

Note: The links listed below will be activated only after final approval of each document. Until such approval, please refer to your legacy policy, procedure, guideline, etc.

A. Related Documents

- 1) [Code of Business Ethics and Conduct](#)
- 2) [Meal Period Policy for Non-Exempt Employees](#)
- 3) [Time Card Certification](#)

5 of 6

Notes

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is a small dark speck or mark near the center-right of the page. The paper appears to be part of a bound notebook or document.This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Notes

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Notes

[illegible]This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.

This page should be read, signed, and returned to your supervisor.

Employee Acknowledgement Of Handbook

I have received a copy of the Republic Services Employee Handbook. I understand and agree that it is my responsibility to read and understand the handbook and comply with the policies and standards stated or summarized therein. I also understand that I am required to comply with other Company policies that are posted at my work location, available on the Company's intranet, and/or available from Human Resources. If I have any questions or concerns about anything in this handbook or any Company policy or procedures, I will bring them to the attention of my supervisor or Human Resources.

I understand that the handbook is a general guide for me to use and that neither the handbook nor any policy or practice it contains is a contract of employment or creates any contractual obligation by the Company to me. I also understand that the Company has the right to change anything in the handbook at any time.

I also understand that I am employed at-will (unless I am employed under a written contract signed by an authorized official of the Company or unless otherwise provided by applicable law). Being an at-will employee means that I have the right to end my employment at any time, with or without cause or notice, and that the Company has that same right. I understand and agree that no one at the Company has the right to change the at-will nature of my employment, other than in a written contract signed by the Chief Executive Officer of the Company or his or her authorized designee.

Employee Name

Employee Identification Number

Employee Signature

Date Signed

Employee Acknowledgement Of Code Of Business Ethics And Conduct

I further acknowledge that I have received a copy of the Republic Services Code of Business Ethics and Conduct ("Code of Ethics"), which is included in this handbook. I understand and agree that it is my responsibility to read and comply with the Code of Ethics. If I have any question or concern about any of the information contained in the Code of Ethics, I will bring it to the attention of my supervisor, Human Resources or the Legal Department. I acknowledge that the Code of Ethics is a statement of standards for business conduct and is not intended to, and must not be deemed or considered to, provide any rights, contractual or otherwise, to any employee or third party.

Employee Name

Employee Identification Number

Employee Signature

Date Signed



SAFE



Safe Actions For Excellence



85

EXHIBIT NO. E5 RECEIVED ☒ REJECTED

28-RC-192859
CASE NO CASE NAME: Republic

NO. OF PAGES: 52 DATE: 2/21/17 REPORTER: TR



**REPUBLIC
SERVICES**

Safe Actions For Excellence

THE STANDARDS IN THIS BOOKLET REPRESENT REPUBLIC SERVICES STANDARDS FOR ITS SUBSIDIARY COMPANIES. HOWEVER, THESE STANDARDS ARE NOT INTENDED TO ESTABLISH STANDARDS OF CARE FOR LEGAL LIABILITY IN CIVIL LITIGATION. REGIONS AND THEIR AREAS MAY REQUIRE AND COMMUNICATE MORE DETAILED AND STRINGENT STANDARDS, AS APPROPRIATE. THIS BOOKLET REPLACES ALL PREVIOUS VERSIONS OF THE "SAFE ACTIONS FOR EXCELLENCE" BOOKLET AND REPUBLIC SERVICES "DRIVER, HELPER & EQUIPMENT OPERATOR SAFETY GUIDE.

This booklet does not constitute and is not intended to constitute an employment contract, either expressed or implied. The provisions herein are subject to any changes the Company may make from time to time at its discretion without notice. Employment with the Company is not for a definite period of time. For any "at will" employee, nothing in this booklet or other document or statement alters the "at will" nature of your employment.

EMPLOYEE ACKNOWLEDGMENT

I have received a copy of the "Safe Actions for Excellence (SAFE)" booklet on the date signed below. I understand that the booklet represents some of the working relations and privileges that I may expect, subject to any changes the Company may make from time to time in its discretion without prior notice. I understand that this booklet is not intended to constitute an employment contract. I further understand that, unless I have a written agreement to the contrary, my employment is for no definite period of time, nor has it ever been for any definite period of time, and that it may be terminated with or without cause by the Company or by me at any time.

All prior Safe Actions for Excellence (SAFE) booklets are hereby revoked and rescinded.

If there is anything that I do not understand in the "Safe Actions for Excellence (SAFE)" booklet, it is my responsibility to ask my supervisor for an explanation and clarification. I understand that no one has any authority to modify the terms of the "Safe Actions for Excellence (SAFE)" booklet.

Employee's Signature & Date

Supervisor's Signature & Date

To be placed in the employees personnel file.

TABLE OF CONTENTS

OVERVIEW OF SAFETY

SAFE Actions for Excellence.....	8
Safety Policy.....	8
Employee Responsibilities.....	9
Supervisor Responsibilities.....	9
General Manager/Department Head Responsibilities.....	10
Personal Protective Equipment.....	10
Heat Awareness.....	13
Standards for Determining Accident Preventability.....	15
Focus 6.....	22

COLLECTION SAFETY

Pre & Post Trip Responsibilities.....	25
Defensive Driving / General Procedures.....	27
Railroad Crossings.....	29
Backing.....	30
Dual Drive Chassis Guidelines.....	31
Servicing Customers.....	32
Servicing Containers.....	33
Manual Lifting.....	34
Other Considerations.....	35
Truck Specific Operations	
Front Load – Commercial.....	36
Front Load – Residential.....	42
Roll-off.....	46
Rear Load.....	52
Side Load.....	63
Container Delivery/Boom Truck.....	68
Portable Toilet.....	70

POST COLLECTION SAFETY

Landfill Procedures.....	75
Transfer Station Procedures.....	77
Recycling Center (RC) Procedures.....	78
General Equipment Operating Procedures.....	80
Pre & Post Inspection Responsibilities.....	81
Powered Industrial Trucks.....	82

FACILITY/GENERAL SAFETY

Maintenance Shops.....	84
Office Safety.....	91
General Safety Guidelines.....	92

APPENDIX

Office Safety Diagram.....	96
Equipment Inspection Report.....	97
Driver Vehicle Inspection Report (VCR/DVIR).....	98
Left Turn Visibility.....	99
Recommended Hand Signals.....	100



REPUBLIC
SERVICES

OVERVIEW OF SAFETY

- SAFE ACTIONS FOR EXCELLENCE
- SAFETY POLICY
- EMPLOYEE RESPONSIBILITIES
- SUPERVISOR RESPONSIBILITIES
- GENERAL MANAGER – DEPARTMENT HEAD RESPONSIBILITIES
- PERSONAL PROTECTIVE EQUIPMENT
- STANDARDS FOR DETERMINING ACCIDENT PREVENTABILITY
- HEAT AWARENESS
- FOCUS 6

SAFE ACTIONS FOR EXCELLENCE (SAFE)

It is Republic Services practice to protect and maintain the safety of our employees and customers while promoting efficiency and outstanding service in all of our operations. Safe operations enhance your productivity and earning power, as well as the profitability of our company. But most importantly, by understanding and following the Company safe work practices, we can avoid accidents and injuries so that we can return home safely at the end of each shift.

We are confident that each of you will support and follow these guidelines. By doing so, you will enable Republic Services to accomplish our goal of operating our business safely and efficiently, while continuing to provide the best customer service in the industry.

Remember – accidents can result in tragedy. For this reason, safe and efficient performance will always be recognized, while unsafe driving or unsafe work practices will result in appropriate corrective and / or disciplinary action.

Be professional, efficient and use care, courtesy and common sense during your workday; your safety depends on your awareness.

SAFETY POLICY

All Company employees and locations must (i) comply with all applicable federal, state and local safety and health laws and standards and Department of Transportation (DOT) regulations, as well as those standards set forth by the Company and the American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA), (ii) provide a safe work environment that is free from recognized hazards and (iii) implement proactive measures to prevent accidents that cause bodily injury or property damage to employees, customers and the general public. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

EMPLOYEE RESPONSIBILITIES

All employees are required to read and follow the safe practices and procedures in this booklet. If you become aware of unsafe or inefficient work practices that could lead to injuries or accidents, notify your supervisor immediately.

All employees must adhere to the safety policy, follow the practices and procedures defined in the Safety Manual and are responsible for their own safety as well as the safety of those around them in the workplace.

All employees are responsible for preventing workplace accidents, injuries and illnesses through effective compliance with this policy.

All employees are responsible for attending and participating in all safety-related training and remaining in compliance with all federal, state and local continuing professional education requirements and certifications relevant to their employment.

SUPERVISOR RESPONSIBILITIES

Each supervisor is responsible for providing a work environment free from recognized hazards by taking prompt action when unsafe action or conditions are noted and by providing appropriate safety training and education on a continuing basis.

Each supervisor is responsible for informing employees about safety and health procedures, rules and regulations as well as their specific responsibilities that pertain to their operations and assuring that all required personal protective equipment and devices are provided, maintained and used properly.

GENERAL MANAGER-DEPARTMENT HEAD RESPONSIBILITIES

The General Manager/Department Head is responsible for the overall safe operation of their location, and for ensuring that all reasonable actions are taken to prevent workplace accidents, injuries, and illnesses through effective enforcement of this policy at their location.

The General Manager/Department Head is responsible for monitoring employee compliance with all required safety-related training, including continuing professional education requirements.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Foot Protection

Work shoes/boots must meet ANSI A41.1 specifications and the following minimum requirements:

- Landfill/Transfer Stations: Six-inch high top laced, approved work boot with puncture-resistant soles or puncture-resistant insert.
- Residential Drivers/Helpers: Six-inch high top laced, approved work boot.
- Commercial Drivers: Six-inch high top laced, approved work boot.
- Industrial Drivers: Six-inch high top laced, approved work boot with puncture-resistant soles or puncture-resistant insert.
- Maintenance/Container Repair Shop: Six-inch high top laced, protective toe safety work boot.
- Recycling Center Operating Employees: Six-inch high top laced, approved work boot with puncture-resistant soles or puncture-resistant insert.

Hand Protection

Wear gloves appropriate for the task being performed (i.e.; chemical or physical) during residential collection, handling hoist cables, welding and/or servicing containers, etc.

Head Protection

Employees engaged in work that subjects them to the hazards of falling, swinging or flying objects must wear hardhats at all times.

Company approved hardhats that meet the ANSI Z89.1 standards are required. Hardhats must be worn at the following locations when the driver/operator or other employee is not protected by an enclosed cab such as; active face of landfill, recycle center facilities, transfer station (including working in pits) and designated construction sites

1. Hardhats must be worn when FEL or roll-off drivers are using outside controls to empty loads or when roll-off drivers are tarping their loads manually.
2. Rear load drivers emptying 6 yard or larger containers must wear a hardhat.
3. All drivers entering the inside of a truck body must wear a hardhat.
4. Hardhats must be worn when tarping/untarping or strapping down a roll-off box.
5. Hardhats must be worn when inspecting loads, or closing doors to industrial containers.

High-Visibility Protection for Workers Exposed to Traffic

High-visibility clothing that meets the ANSI 107 Class II Standard must be the outer most garment on all drivers, helpers, laborers (regular and temporary), operators, technicians and any employee working in an area exposed to motor vehicles. (Spotters in landfills, recycling centers and transfer stations will wear ANSI Class III.)

Company approved high-visibility clothing and hardhats must be worn at all required times. ANSI Class II & III Compliant Options include:

- ANSI Class II and III compliant jackets, raincoats or sweatshirts
- ANSI Class II and III compliant T-shirts
- ANSI Class II and III compliant safety vests worn on outside of uniforms

Employees exposed to vehicle traffic include, but are not limited to:

- All drivers and helpers working in residential, recycle, commercial and roll off.
- Technicians on road calls.
- Any employee on route when outside their vehicle, or while in the facility yard.
- Landfill employees on the "working face" or anywhere they are exposed to any vehicle traffic.
- Transfer station or Recycling Center employees on the tipping floor or anywhere they are exposed to any vehicle traffic.
- Landfill, transfer station and Recycling Center spotters exposed to traffic (Class III)

Eye and Face Protection

1. Eye and/or face protection is provided and must meet ANSI Z87.1 and worn whenever welding, cutting, grinding, sanding, chipping, power washing, sorting refuse/ recyclables or other operations where fine particles are produced. Eye protection also is issued and used during operations when dust, splash or other hazards to the face and eyes are apparent or may be anticipated.
2. Safety glasses must be worn in all designated working areas of maintenance shops at all times unless the area is marked (Defined area marked with tape, paint or a railing) as access ways to offices or dispatch areas. If work is being performed next to the access way with the potential to cause flying dust or particulates, a portable welding shield or another form of barrier

must be between the work being performed and the access way to protect the employees and/or visitors who are walking by.

Respiratory Protection

Respiratory protection will be issued to and used by operating employees whenever they are exposed to airborne contaminants that exceed permissible exposure limits (PEL's). See Respiratory Protection Program.

Hearing Protection

Hearing protection will be provided to employees exposed to a time weighted average of 85db or higher. For employees exposed to a time weighted average of 90 db or more, hearing protection will be provided and required to be used. See Hearing Conservation Program.

Heat Awareness

When working in teams keep an eye on each other and pay attention to the signs of heat stress.

1. **Fatigue** – Less blood is available for active muscles in hot conditions. Rest in cooler conditions before a more serious condition develops.
2. **Heat Rash** – Constant sweating and hot wet skin may produce a red sore rash. Wash with soap and water and allow to dry. Get medical attention if it persists or gets infected.
3. **Fainting** – As blood circulates to the skin for cooling it can deprive the brain of an adequate supply. Rest in cool area to recover. Notify the supervisor.
4. **Heat Cramps** – Too much sweating and dehydration causes salt loss leading to painful muscle cramps. Rest in cool area to recover. Notify the supervisor. Electrolyte replacements fluids will help ease the cramping.
5. **Heat Exhaustion** – When too much body fluid has been lost the body becomes extremely weak. The victim may be unable to make clear decisions and become nauseous. Notify the supervisor. Rest in cool place with plenty of fluids. Medical

attention may be required. This may require several days' recovery.

6. **Heat Stroke** – This is a life threatening condition that needs immediate medical attention. The skin is red, dry & hot. The victim may be mentally confused and could have convulsions. Immediate medical attention is required. (**Call 911**) Until help arrives remove to a cool area, soak clothes with cold water to reduce body temperature Notify supervisor. Do not leave this person unattended.

Here are some suggestions for managing the heat:

- Be aware of the symptoms listed above of heat disorders and take rest breaks in a cooler area as needed.
- Get accustomed to working in heat gradually. It can take days to become acclimatized.
- Begin hydrating the night before when heat indices are expected to be high.
- In order to stay hydrated in hot environments drink small amounts of fluid including both water and sports drinks frequently (5 to 8 ounces every 15 to 20 minutes) even when not thirsty.
- Wear light weight clothing with wicking qualities.
- Avoid consuming fluids with caffeine such as coffee, tea or energy drinks.
- Eat light meals of fruits, vegetables and lean protein.
- Use sunscreen to prevent sunburn even on cloudy days.
- Be especially observant of newly hired personnel in hot weather.
- Do not take salt pills unless you have approval from a doctor on file.

STANDARDS FOR DETERMINING ACCIDENT PREVENTABILITY

Driver Note: The following outlines the criteria used by Republic Services in review of all accident reports and in determining responsibility, or the degree of responsibility, on the part of the Company employee. The following is intended as a guide for accident review boards or supervisors in the determination of professional driver responsibility under various traffic situations to ensure that Republic Services maintains a rigorous and effective safety program. The following are not intended to establish the standard of care for legal liability in civil lawsuits, as preventability generally is a higher standard than that imposed by the courts.

Republic Services embraces the National Safety Councils definition of a preventable accident.

The National Safety Council defines a preventable accident as:
“...any occurrence involving a Company owned or operated vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged or to what extent or where it occurred, in which the driver in question failed to do everything he reasonably could have done to prevent the occurrence.”

Management must consider ALL accidents, not just those involving collision or personal injury. Non-collision damage to the Company vehicle, contents or equipment or non-collision injury to passengers and fellow employees are all accidents that must be reviewed.

Intersections

Accidents involving intersections, such as alleys, driveways, plant entrances, etc., must be carefully reviewed to determine what action could have been taken to avoid the accident. Many of these intersections are blind and the other driver's vision is blocked; therefore, failure to slow down, sound a warning or yield the right-of-way can be considered sufficient cause to rule the accident preventable.

The professional driver should approach all intersections and be prepared to take action to avoid accidents including but not limited to reducing your speed, covering the brake and scanning left, right, and left again. The driver should attempt to anticipate unexpected actions or illegal conduct of other drivers and take appropriate emergency avoidance action.

Changing Traffic Lanes

Lane encroachment accidents on the highway or in merging traffic indicate a failure to yield to vehicles or to wait for a safe break in traffic and can be considered sufficient cause to rule the accident preventable.

Pulling away from a parked position is actually a change of traffic lane, and as such, the burden of responsibility is on the driver pulling out into traffic. Most accidents resulting from a driver pulling out from the curb can be considered sufficient cause to rule the accident preventable.

Passing is a voluntary action and the actions of oncoming traffic and passing traffic should be anticipated prior to starting this maneuver. When being passed the professional driver will yield to the passing vehicle by slowing down.

"Squeeze plays" involving fixed objects or other vehicles can be avoided by dropping back when it is apparent the other driver is forcing the issue or contesting a common portion of the road.

Rear and Front-end collisions

The professional driver generally can prevent rear collisions by:

Maintaining a safe following distance (4 second minimum) and proper speed at all times. Not doing so is a frequent cause of accidents and is inexcusable. Paying more attention to the road ahead of the driver you are following will help to anticipate their

actions and allow you to stop the vehicle safely. During night driving adjust your speed so that the stopping distance is not greater than the forward distance illuminated by the headlights. Improper following distance can be considered sufficient cause to rule the accident preventable.

Professional drivers risk being struck from behind by failing to maintain a safe following distance. Failure to signal intentions or failure to slow down gradually for traffic signals or grade crossings, thus trapping the following driver, can be considered sufficient cause to rule the accident preventable.

Rolling back into a vehicle is the result of not keeping the vehicle under control can be considered sufficient cause to rule the accident preventable.

Backing

Even when guided, the driver is responsible for backing safely. The helper is just an aid and cannot control the movement of the vehicle. Back only when necessary, park or position the truck in order to eliminate backing maneuvers. The driver must check clearances for himself. If in doubt, Get Out And Look (G.O.A.L.). Failure to take necessary precautions prior to beginning a backing maneuver can be considered sufficient cause to rule the accident preventable.

Turns

Any time a professional driver leaves a traffic lane, he is responsible for the maneuver. He must check traffic on both sides and to the rear before making a change. When making right turns be aware and prepare for other vehicles trying to attempt a right side squeeze. When making left turns from a 2 lane road, make sure other vehicles are not passing from behind. Failure to signal or signaling too late, failure to properly position for the turn, to check mirrors before and during the turn, or to take any other necessary defensive action can be considered sufficient cause to rule the accident preventable.

Accidents involving turns by other drivers should be investigated and examined in detail. The non-turning driver might have failed to recognize that a turn was pending from the actions of the other vehicle and thus failed to take proper defensive action, or he may have tried to force the right-of-way. These actions can be considered sufficient cause to rule the accident preventable.

U-turns should be avoided. Many accidents involving a U-turn on the part of the driver can be considered sufficient cause to rule the accident preventable.

Vehicles going in opposite directions

If the opposing vehicle was passing and thus intruding into your vehicle's lane and you failed to slow down, stop or pull to the right, then the driver's actions can be considered sufficient cause to rule the accident preventable.

Failure to warn the other driver by horn or flicking headlights should also be considered when making the determination.

Mechanical failure

A driver shall inspect their equipment before starting a trip and report any unsafe conditions. Immediate repairs must be made if continued operation could cause an accident. If an accident is caused by mechanical failure that reasonably could have been detected by the driver it can be considered sufficient cause to rule the accident preventable.

Abusive driving, which creates abnormal strain and leads to mechanical failure resulting in an accident can also be considered sufficient cause to rule the accident preventable.

Weather

Rain, fog, dust, snow, ice and sleet are environments to which the driver must adjust their driving. Failure to properly adjust driving to

the existing conditions when conditions are bad can be considered sufficient cause to rule the accident preventable.

Fixed objects

Collision with fixed objects, such as low overheads, bridges / overpasses, wires, buildings, poles, parked cars, etc., can be considered sufficient cause to rule the accident preventable. Asking a bystander's opinion on clearance does not relieve the driver of his responsibility. Resurfaced pavement causing low overhead and other changes in conditions along a route are not valid excuses.

Collections on private property, at construction sites or on driveways not designed to support heavy trucks or buses create special problems. It is the driver's responsibility to discuss the operation with the proper authorities and obtain permission prior to entering the area. If the driveway is too weak or too narrow (so that wheels may damage the lawn) and the customer insists, the driver is to get permission from his office before entering. Failure to do so can be considered sufficient cause to rule the accident preventable.

Rollovers

Rollovers, running off the road and jack-knifing are generally the result of driving too fast or emergency action taken to avoid collision. The driving immediately preceding the accident should be examined to determine whether the driver's speed was unsafe for conditions, or if he was tailgating or committing some other unsafe act, which did not permit him to keep the vehicle under control and can be considered sufficient cause to rule the accident preventable.

Pedestrians, Bicycles and Motor Scooters

Pedestrians' actions may be unorthodox or even illegal. Consequently, the driver must exercise additional caution when pedestrians are in the vicinity. Shopping areas, school zones, play areas and areas of congested pedestrian traffic require reduced speeds. Failing to reduce speeds can be considered sufficient cause to rule the accident preventable.

Bicycles, motor scooters, etc., frequently perform sudden and unexpected maneuvers. A driver who fails to reduce speed, pull over or otherwise take defensive precautions when this type of equipment is near has failed to take proper defensive driving measures and the driver's actions can be considered sufficient cause to rule the accident preventable.

Non-collision accidents

Passenger accidents, where there is no collision involved and/or injuries are caused by evasive action to avoid a collision due to the driver failing to use defensive driving techniques which would have eliminated the need for sudden or violent actions can be considered sufficient cause to rule the accident preventable.

Sudden starts or stops, speeding over bumpy roads, fast turns and abrupt acceleration with a passenger-carrying vehicle that result in injuries to passengers as a result of such actions can be considered sufficient cause to rule the accident preventable.

Damage to property or persons from projecting loads, unsecure loads and parts of the vehicle being loose (e.g., chains, doors) caused by the driver failing to properly secure them can be considered sufficient cause to rule the accident preventable.

Damage to vehicle contents or equipment due to violent maneuvers to avoid collision can be considered sufficient cause to rule the accident preventable.

Dropping an improperly secured trailer when pulling out can be considered sufficient cause to rule the accident preventable if the driver could have foreseen the occurrence during his pre-trip inspection.

Parked vehicles

Unconventional parking locations, crooked parking, double parking, failure to put out warning devices, etc., that result in your vehicle being struck while stationary will generally be considered a lack of

defensive driving and can be considered sufficient cause to rule the accident preventable.

Failure to properly block the wheels, not turning wheels against the curb or failure to take other precautions to avoid vehicle movement and roll-a-ways of a parked vehicle are indications of a lack of defensive driving techniques by the driver and can be considered sufficient cause to rule the accident preventable.

Accident situations not described

For any accident not described, management will use the same type of reasoning illustrated in this booklet (i.e., if there is a defensive driving technique or change in driving habits that may have prevented the accident) to consider if there is sufficient cause to rule the accident preventable.

Violations of law or company policy

If a violation of federal, state or local law, or of Company policy on the part of a driver contributes to or causes an accident, then it must be ruled preventable. This refers not only to moving vehicle violations but also to technical violations, such as the use of drugs to stay awake, lack of the required hours of sleep or time off between shifts.

FOCUS 6

Focus 6 accidents represent the most serious and frequent type of accidents that occur at Republic Services. It is imperative that the Professionals of Republic Services use the skills taught to reduce and/or eliminate the likelihood of these accidents occurring.

Definitions

Backing: When a Republic Services vehicle is involved in an accident while in reverse or moving backwards, regardless of the location of the driver or helpers (e.g. in the cab or out of the cab).

Rear-Collision: When a Republic Services vehicle impacts another vehicle (Republic Services or 3rd party) that is traveling in the same direction as a result of not being able to stop the vehicle in time.

Intersections: When an accident occurs where the road surfaces of two or more roads meet (e.g. "T" & "4-way intersections). Intersections can be either controlled or uncontrolled and includes turning into and out of driveways and entrances.

Rollovers: When a Republic Services vehicle comes to rest with one or more of its wheels not having contact with the ground.

Pedestrians: When a Republic Services vehicle strikes a person that is not within the confines of another motorized vehicle or building. This includes bicyclists as well as people on foot.

Push/Pull/Lift: When a Republic Services employee receives a sprain or strain injury as a result of pushing, pulling, or lifting during the course of the workday.

Avoiding the Focus 6 accidents

Backing: When working with a helper, always make sure they guide you back. When working one-man routes, back only when necessary, make sure your back-up lights and other safety equipment are working. Always use your mirrors and cameras when backing. If in doubt, get out and look.

Rear-Collision: Always maintain a minimum of 4-seconds of distance between your vehicle and the vehicle in front of you. Speed, improper following distance and driver inattention are the main contributing factors of rear-collision accidents.

Intersections: When approaching intersections, be sure to widen your field of vision to get the big picture of the surroundings. Be alert to other vehicles who may disregard traffic signals. Always cover your brake, be aware of stale green lights and remember that yellow means stop for the professional Republic Services driver.

Rollovers: The number one cause of rollover accidents is excessive speed for conditions. Posted speed limits are established for passenger vehicles. Adjust your speed for weather, traffic and road conditions.

Pedestrians: Pedestrians ALWAYS have the right-of-way. Make sure they see you. Use your lights and horn to alert pedestrians as necessary. If you lose sight of pedestrians around your vehicle, stop and locate them before proceeding.

Push/Pull/Lift: Utilize stretches throughout the day to keep muscles limber and ready for physical activity. Use mechanical lifting whenever possible. Nudge or rock items to test for weight before pushing, pulling or lifting. Utilizing your leg muscles by pushing items is always safer than pulling and when lifting keep the object close to your body with your back straight and knees bent.



COLLECTION SAFETY

- PRE & POST TRIP RESPONSIBILITIES
- DEFENSIVE DRIVING / GENERAL DRIVING PROCEDURES
- RAILROAD CROSSINGS
- BACKING
- DUAL DRIVE CHASSIS GUIDELINES
- SERVICING CUSTOMERS
- SERVICING CONTAINERS
- MANUAL LIFTING
- OTHER CONSIDERATIONS
- TRUCK SPECIFIC OPERATIONS

PRE & POST TRIP RESPONSIBILITIES

Vehicle Condition Report (VCR)/Driver Vehicle Inspection Report (DVIR)

It is the responsibility of every driver to conduct a daily vehicle inspection and complete a VCR/DVIR at the beginning and end of each work shift.

1. Review each item on the VCR/DVIR individually. Do not draw a line through the boxes. Check only the boxes that need attention. List any defect or deficiency discovered by or reported to you which would affect the safety of operation of the vehicle or result in its mechanical breakdown. If no defect or deficiency is discovered by or reported to you, the report must reflect this condition.
2. Write all repairs needed to correct any listed defect or deficiency on the VCR/DVIR. Verbal repair requests should not be given to maintenance.

Note: No driver may operate a vehicle with a VCR/DVIR listing any defect or deficiency until a vehicle is designated as safe to operate by an authorized person.

3. Turn all VCRs/DVIRs in daily for maintenance review.

Driver's Vehicle Check (Pre-Trip/Post-Trip)

To be completed daily before leaving yard and at completion of shift.
(Reference 49CFR 396.11)

1. Check the fluid levels of fuel, engine oil, coolant, hydraulic oil and automatic transmission fluid.
2. Start engine and check all instruments, air pressure buildup and cut off (110-120 PSI).
3. Check all cab controls – horn, wipers, heater, defroster, etc.
4. Check safety/emergency equipment – fire extinguisher, safety triangles (3), camera, forks/hoist up alarm, backup alarm, interlock switches, spill kits, seatbelt, etc.

5. Check steering play – 2 inches (or 10% play) is ideal (should not exceed 4 inches.)
6. Check vehicle brake system.
 - Static brake test (with truck stabilized & parking brake released, engine off, key to on position, wait 1 min. no air loss & no audible air leaks) **Perform this step only if truck is stabilized and prevented from rolling.**
 - Applied air brake test (fully apply foot brake, wait 1 min. no air loss & no audible air leaks)
 - Low air warning device test (light &/or buzzer must activate at no less than 60 psi)
 - Parking Brake Knob Pop Out Test (must pop out between 20 lbs. & 40 psi)
 - Parking Brake Tug Test increase idle to 1100 RPM (parking brake applied)
 - **NOTE: Dual drive trucks require brake inspection test at both operating positions (steps a-d)**
7. Check clutch adjustment.
 - Free play ½ - 1"
 - Clutch brake ¾" from floor
8. Check/clean windows, mirrors, lights/lighting-devices, cameras and reflectors.
9. Check tires. Also visually check for cuts, loose rims, adequate pressure, cracked wheels or loose/missing lug nuts.
10. Inspect for body damage/wear.
11. Inspect for fluid leaks, loose bolts, broken springs and debris on radiator, engine, and transmission or in front of blade.
12. Check operation of hydraulics and cycle all blades, arms and hoists.
13. Inspect winch cable, spool, chains and hooks.
14. If using trailer unit, check coupling device, hitches, dollies, air line and electrical connections.
15. Check operation of all safety systems, including:
 - Backup alarm
 - Backup safety system (camera)
 - Top door or boom safety system
 - Boom hoist-up alarm

- Body access door interlock
- Reflective tape
- Battery disconnect switch

16. Note any unusual conditions – noise, smoke, loss of performance, etc.
17. Check operation of communication system.
18. Drain air tanks in designated area per division guidelines at end of shift (if required).
19. Turn off battery disconnect at end of shift.
20. Secure truck at end of shift
21. Turn in keys at end of shift

DEFENSIVE DRIVING / GENERAL DRIVING PROCEDURES

1. We support the federal initiative to reduce distractive driving. Limit cell phone use and radio transmissions to business purposes only. Never use a cell phone, Bluetooth, earphones, radio, IPOD or other distraction device while driving or backing.
2. Always use the Smith System® defensive driving technique (5 keys):
 - Aim High in Steering®
 - Get the Big Picture®
 - Keep Your Eyes Moving®
 - Leave Yourself an Out®
 - Make Sure They See You®
3. Use your horn when exiting blind corners (i.e. alleys or driveways).
4. Use caution while backing. If necessary, "Get Out and Look" (G.O.A.L.) and be vigilant in watching for other drivers and pedestrians. Back at idle speed.
5. When coming to a stop in traffic provide ample room between you and the vehicle in front of you. You should be able to see the rear wheels of the vehicle in front of you touching the ground.
6. Maintain a safe following distance at all times. A loaded truck requires more distance to stop than an empty truck. Remember that as your vehicles weight increases, the trucks' weight

distribution and vehicle clearance height may vary significantly during the work shift.

7. In perfect conditions (weather, traffic, visibility) a minimum 4-second following distance is required. Following distance must increase as conditions worsen or sight visibility decreases.
8. Use care as loaded vehicles handle differently and require additional caution when making turns and stopping.
9. Report any potentially hazardous situations and/or conditions on your route.
10. When backing, helpers should be out of the truck and positioned in clear view to assist the driver with safe backing.
11. Watch for pedestrians.
12. When driving a vehicle with an automatic transmission, after you have stopped, set the brake, ensure the truck is in neutral, engage the PTO and depress the accelerator to ensure that the truck is not in gear.
13. Seat belts prevent driver ejections, serious injuries. Therefore employees must wear their seat belts at all times when required. Exception: Residential collection vehicles, while engaged in "on route" collection are not required to wear seat belts provided that they do not exceed 15 mph and are not traveling more than 0.2 miles between collection stops.
14. Drive slowly over bumpy roads, speed bumps, potholes or other road hazards.
15. Watch out for low hanging branches, overhead bridges or wires, as well as other objects close to the path of the vehicle.
16. Alert employees riding on rear steps of any approaching hazards by sounding horn and reducing speed.
17. Use pulsating lights and strobe lights while collecting, but not in traffic unless stopping or moving below speed limit.
18. Park as close to the curb as possible when servicing residential customers. Avoid blocking traffic whenever possible. Before pulling forward verify that no one is passing you.
19. Do not move vehicle forward until helpers indicate that they are standing securely on the steps.
20. Promptly report any equipment malfunctions to the maintenance department.
21. Do not continue to drive any vehicle with a potentially dangerous malfunction.

22. When stopping on an incline, set parking brakes. When curb is present, turn wheels "in" when facing downhill. Turn wheels "out" when facing uphill.
23. Drive in low gear on soft surfaces and when going up or down inclines.
24. Always drive on the right side of the street. Never cross the street diagonally. NO SNAKING.
25. When making a right turn, position the truck as close to the right curb as practical. Use turn signal well in advance of turn (minimum 100 ft.). Prior to making the turn check your right mirror one last time to ensure no one is passing (including bicyclists).
26. Never make a left turn or back up from the right side of a dual drive truck. NOTE: It is permissible to reposition the vehicle from the right side, but only in a cul-de-sac and no more than 15 feet back.
27. When operating a frontload residential truck, the container must be inside the vehicle's body when in transit, backing or based on hazards of intersections (i.e. turning at controlled intersections).
28. Only authorized passengers, observers or helpers are allowed in company vehicles.
29. Steering wheel "knobs" are not permitted on all Republic Services trucks. They are allowed on other equipment such as loaders.

RAILROAD CROSSINGS

When crossing railroad tracks, be aware of the following:

1. **STOP, LOOK AND LISTEN** by shutting off your radio and rolling down your window prior to crossing an uncontrolled grade crossing. (Crossings without signals.)
2. Every truck, regardless of its size or cargo, must stop and visually check the tracks for oncoming trains at all crossings.
3. Scan the entire scene to Get the Big Picture®.
4. Maneuver the truck to ensure a good view when the tracks cross the road at an angle. (Cross as close to a 90-degree angle as possible.)
5. Look ahead, behind and to both sides when approaching tracks.
6. Stay far behind vision blockers, such as tractor-trailers, and slow down when buildings, trees or other vehicles restrict your line of vision.

7. Do not shift gears while crossing tracks.
8. Do not proceed to cross a railroad track unless there is enough clearance on the other side of the track to completely clear your vehicle.

BACKING

General Safe Backing Procedures

1. Back only when necessary.
2. After putting the vehicle in reverse, pause before backing and sound the horn before proceeding.
3. Drivers are to back out of traffic rather than back into it. For example, back into dead-end streets and drive out.
4. **CHECK FOR CHILDREN AND PEDESTRIANS BEFORE AND WHILE BACKING.**
5. Do not back up an incline street that doesn't permit adequate vision over the crest.
6. Never back through an intersection.
7. Never back while at an intersection.
8. Back slowly at idle speed and frequently check both rear-view mirrors and camera.
9. When required to back into traffic, always come to a complete stop and check for oncoming traffic prior to entering the roadway.
10. Always eliminate distractions and ensure it is safe and clear when backing.
11. Never back the vehicle from the right-side drive of the truck.
NOTE: It is permissible to reposition the vehicle from the right side, but only in a cul-de-sac and no more than 15 feet back.
12. Rear-view cameras must be operational. If camera is not operational, the vehicle is Out Of Service.
13. Driver must ensure the backup alarm is working properly. If backup alarm is not operational, the vehicle is Out of Service.
14. If in doubt, remember the **G.O.A.L.** (Get Out And Look).
15. Honk horn to alert anyone in the area before backing.

Multi- Person Backing Procedures

1. The helper is never permitted to ride on the outside of the truck when the truck is backing.
2. Always use the helper to guide in backing.
3. Helper must have a clear view of the ground over which the truck is backing.
4. Helper should use hand signals rather than rely solely upon voice or audible signals. These signals must be agreed on between the driver and the helper prior to beginning the route.(Refer to recommended hand signals in appendix)
5. Helper is to be in a position that is visible to the driver directly or visible in one of the rear-view mirrors.
6. Helper should maintain eye contact with the driver.
7. Where possible, helper should station himself at the point where the backing maneuver is to end.
8. Helper will not walk backwards while directing vehicle in backing.
9. Driver must not back unless all of his helpers are visible.
10. Always Back Slowly – idle or walking speed.
11. If helper should disappear from view, stop the truck immediately and do not resume backing until the helper is again in view and in a position to signal properly.

DUAL DRIVE CHASSIS GUIDELINES

Pertinent information: Refer to Operator's Manual for additional instructions.

- Dual drive/ dual sit vehicles:
 - Making a left turn from the right side drive is prohibited.
 - Truck is to be driven from the left side to and from the route/disposal facility.
 - Backing up from the right side drive is prohibited with the exception of an approved repositioning maneuver in a cul-de-sac of no more than 15 feet.
- Dual drive / stand up right side:
 - Making a left turn from the right side drive is prohibited.
 - Drive trucks from right side only on collection route from stop to stop at speeds no greater than 20 mph.

- Backing up from the right side drive is prohibited with the exception of an approved repositioning maneuver in a cul-de-sac of no more than 15 feet.
- Dual drive trucks have neutral interlock systems. When the neutral interlock switch is in the "ON" position, apply truck brakes when transmission is in neutral. Turn this on when operating trucks on collection routes or when hydraulics are used. Stop truck by using foot brake pedal.
- The neutral interlock system is a fail-safe design, i.e., if any system problems occur, the brakes will be applied. In the event of a failure, release brakes to move truck out of traffic by depressing and holding in the yellow emergency brake release button on the dash. This is for emergency situations only. Do not drive trucks farther than absolutely necessary.
- Close right-hand door when not operating from that side.
- Right-side passenger should not touch controls when the truck is driven from the left side. Passengers must wear their seat belt and close safety door when traveling greater than 20 mph.
- Turn on all pulsating lights when picking up route (where permitted by law).

SERVICING CUSTOMERS

1. Ensure accuracy of all tickets, including name, address, proper coding and correct amount of material.
2. If a stop is blocked follow local operational procedures to comply with company Service Commitment Standards.
3. Report any conflicts with the customer so that they may be properly resolved by your supervisor or dispatch.
4. Identify and follow all applicable noise ordinances.
5. Pick up all spillage.
6. Be clean, courteous, friendly and professional at all times.
7. Never accept non-authorized special waste or hazardous waste.
8. Inform your supervisor of any customers leaving special or hazardous waste (i.e. pool chemicals, paint, oils, etc.).
9. Inform your supervisor of any safety hazards you find on your route so that they can be checked. These include low wires, gas lines, meters, railroad tracks, unsafe backing requirements, etc.

10. Inform dispatch/supervisors of overage at sites.
11. Inform supervisor of damage at the location prior to servicing the container.
12. Close gates after servicing the container.
13. Report gates without gate stops immediately to your supervisor.

SERVICING CONTAINERS

1. Inspect containers prior to service to ensure they are safe to dump or transport.
2. Wear required Personnel Protective Equipment.
3. Never walk under elevated container.
4. Always use both trunion bar locks when servicing commercial and other rear-load containers. If using packer blade chains, ensure that they are over the trunions. (Notify your supervisor if damage to container prevents safe servicing).
5. When dumping with a winch cable on residential or commercial rear-load vehicles make sure container chains are in view and do not become entangled. Ensure that covers are properly secured and not loose.
6. Do not use the chains to move a container. Always use the winch cable with OSHA approved safety latch. Only trained Republic Services employees may operate winch cable or hydraulic packer system.
7. Replace containers in their proper location and close all covers.
8. Report damaged containers or defective stationary compactors, interlocks and safety equipment to your supervisor.
9. Utilize proper Lockout/Tagout procedures when servicing stationary compactors.
10. Report any containers that are in need of or are missing safety decals to your supervisor.
11. Notify your supervisor if a container is located on an incline or place where it might roll. Secure all containers.

MANUAL LIFTING

1. When provided, lifting mechanisms such as cart dumpers should be utilized.
2. Estimate the weight by rocking the container. Use a winch and cable if truck is so equipped and if the container weighs more than 50 pounds.
3. Watch for jagged edges and unbalanced loads.
4. Remove any hazardous objects extending from container (e.g., lumber, wire, fencing, etc.). Lighten load, where necessary, by removing magazines or other heavy refuse.
5. Be sure of firm footing, with your feet spaced about shoulder width apart for side-to-side balance and one foot slightly forward of the other for front-to-rear balance.
6. Take a firm grip on the top edge of the container or handle with one hand; tip the container and grasp the bottom edge with the other hand.
7. Keep your back straight. Bend your knees.
8. Start the main lift with your feet, lower legs and arms; follow-through with your upper leg muscles. Keep the load close to your body.
9. Avoid twisting your back to move the load. If it is necessary to turn while lifting, turn with your feet to avoid twisting your back.
10. The upper part of your leg may be used as an assist when boosting the weight into the hopper.
11. Use a two-man lift when the shape or size of the load makes it necessary. When necessary to use a double lift, lift together on signal.
12. Waterproof or plastic bags should be handled with care:
 - When lifting, keep the bags away from your body as much as possible.
 - Watch for holes and sharp protruding objects in the bags.
 - Test the weight of the bags, as there may be heavy objects hidden from view.
 - In hot weather, the bags may stretch and tear.

OTHER CONSIDERATIONS

1. Leave any hazardous chemicals you may find in the container. Do not accept pool chemicals. Report locations disposing of hazardous chemicals in a container to your supervisor. Be extremely cautious when carrying potentially hazardous loads.
2. In the case of a hot load immediately eject the load **in a safe location (parking lot, roadway, etc) away from buildings** and move the truck away from the burning refuse and then call the fire department and your supervisor. **It is critical to dump the load before the fire burns through the hydraulic hoses which will prevent raising the tailgate and operation of the push-out blade.** There may be situations where a hot load fire can grow to a point where ejecting the load cannot be accomplished safely, in these cases the driver should move away from the truck and wait for the fire department. Remember that your first responsibility is to yourself and the people around you. The second is to your equipment and other property.
3. Report all accidents and/or damages immediately. Gather all pertinent information (e.g., location, time, parties involved, insurance, witnesses, conditions, license number, extent of damage, etc.).
4. Initiate required truck shutdown procedures prior to entering a truck body, including:
 - Park on level ground
 - Put the truck in neutral
 - Set the parking brake
 - Shut off the engine, remove and take the key with you
 - Shut off the battery disconnect switch
 - Remove all stored energy
 - Wear Company approved hard hat and safety glasses
5. Wear the company required high-visibility vest or approved alternative at all times when on route.
6. Ensure that water coolers are properly secured to the vehicle.
7. Prior to leaving the disposal site be sure to check the trucks under carriage and tires for debris and damage.

TRUCK SPECIFIC OPERATIONS

FEL – Commercial



Republic Services "Safe Actions For Excellence"
Revised October 2014

Pre-trip/Post-trip Vehicle Inspection (FEL)

1. Approach truck from front to see if it is leaning to one side or the other and look for fluid leaks
2. Check all fluid levels (unless your facility directs otherwise)
3. Inspect engine and transmission area for debris. Inspect wires & hyd. hoses
4. Turn ignition key to "ON" position and wait to start engine when prompted
5. Start engine
6. Check gauges for any warnings or faults
7. Turn on headlights, marker lights, 4-way flashers and turn on hydraulic pump (PTO)
8. Exit cab and start in front of cab
9. Inspect cab for damage, inspect head lights, clearance lights and flashers
10. Inspect fork hydraulic hoses if arms are lowered
11. Inspect driver's door mirrors, window/s, step/s and grab handle
12. Inspect drivers side front tire, lug nuts, tire pressure, tread, side walls, fender and suspension
13. Inspect area behind cab including any wires, hoses, and packer clean-out door area
14. Inspect battery box cover, latches/hold-downs
15. Inspect all visible arm hydraulic hoses, hose fittings and wiring
16. Inspect hydraulic tank & fluid level. Inspect fuel tank, tank straps and fuel level
17. Inspect fire extinguisher, triangles and spill kit
18. Inspect all side marker and side lights
19. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
20. Inspect side DOT tape
21. Inspect rear lights, ICC bar, DOT tape, camera/s, strobes, & mud flaps
22. Walk to cab, cancel 4-ways and activate left turn signal
23. Walk to rear of truck verifying turn signals are operating down the side of the truck and at rear
24. Walk back to cab and turn on the right turn signals

25. Walk back to rear of truck, down the right side, verifying all turn signals operate to the rear
26. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
27. Inspect side lights, DOT tape, broom & shovel
28. Inspect roof access ladder
29. Inspect all visible arm hydraulic hoses, hose fittings and wiring
30. Inspect front tire, lug nuts, tire pressure, and suspension
31. Inspect right side door mirrors, window/s, step/s and grab handle
32. Re-enter cab and re-start engine
33. Perform full air brake tests
 - a) Static brake test (with truck stabilized & parking brake released, engine off, key to on position, wait 1 min. no air loss & no audible air leaks) **Perform this step only if truck is stabilized and prevented from rolling.**
 - b) Applied air brake test (fully apply foot brake, wait 1 min. no air loss & no audible air leaks)
 - c) Low air warning device test (light &/or buzzer must activate at no less than 60 psi)
 - d) Parking Brake Knob Pop Out Test (must pop out between 20 lbs. & 40 psi)
 - e) Parking Brake Tug Test increase idle to 1100 RPM (parking brake applied)

NOTE: Dual drive trucks require brake inspection test at both operating positions (steps a-d)

34. Test both city and air horn
35. Perform full hydraulic system test, first inspecting system control labels, then cycle arm/s, packer, hopper door, body hoist, etc...
Verify all arm & hoist alarms work properly.

FEL – Commercial

Pertinent information: Refer to Operator's Manual for additional instructions.

General Guidelines:

1. Be aware of the unit's overall height at all times.
2. While in transit to collection route, disposal site or division, and while dumping a load, the arms are to be in the manufacturer's recommended position to ensure the maximum visibility through the windshield. Always being aware of height restrictions.
3. When in transit, have the PTO switch in the "OFF" position.
4. When traveling from stop to stop during your route follow the manufacturer's recommendations for the position of the cross tube.
5. If an object poses a hazard of falling off while driving and cannot be safely removed with the reach pole, contact your supervisor.
6. Commercial FEL trucks utilizing helpers must never allow helpers to ride on the exterior of the truck. Helpers must remain in the vehicle wearing their seatbelts while traveling between stops.
7. A spill kit must be kept on or in the truck.

Dumping FEL Containers:

1. Prior to dumping container, be aware for persons or improper content that may be in the container. Ensure there is proper overhead clearance to safely service the container.
2. Before dumping a container, be sure top door is open and packing panel is fully retracted.
3. When dumping larger containers or containers with casters, watch for clearance of cab guard. These containers must be tilted slightly to clear the cab guard.
4. When dumping self contained packers make sure the lids are unlocked and the hydraulic hoses are disconnected.
5. It is not necessary to completely rotate forks to dump container. There is a possibility of larger containers coming off forks if they are rotated too far. Exercise caution.
6. When dumping containers using outside controls, the company ANSI approved high-visibility vest and hardhat must be worn.

Packing of Load:

Packing panel should be cycled after each 8-10 yards of refuse is dumped into body. Packing panel should be left back against the load until reaching next container. This will help eliminate trash from falling back into hopper area. Do not forget to retract panel before dumping next container. Do not over pack the load. Be aware of weight restrictions.

Traveling to Disposal Site:

When traveling to the disposal site, close top door (when applicable).

NOTE: The top door is designed to act only as a cover to prevent refuse from blowing out while unit is in transit. Never pack against the top door, as failure could result from this action.

Opening of Tailgate:

Use caution when unlatching tailgate. Packing panel should be completely retracted before releasing any of the latches to relieve pressure on tailgate.

1. Release turnbuckles — curbside first, then street-side. Chain or latch turnbuckles back to body.
2. Release safety chain from tailgate lever and pull out horizontally until perpendicular to body side. Tailgate will pop open about 6 inches. Hook tailgate lever in open position with safety chain to prevent latches moving while dumping.
3. Open tailgate to fully raised position. **Never walk or stand under a raised tailgate.**

Dumping of Load:

1. Wear company approved hardhat and high-visibility vest or shirts at the disposal facility.
2. Park on level surface and observe the disposal facility safe work practices.
3. Fully extend packing panel to help start ejecting load.
4. Move truck forward about 5 feet.
5. Raise body to dump load or on "full-eject" models, push off load.

6. Carefully move truck forward to clear load from body.
7. Whenever it is necessary to clear blade or tailgate seal of waste, use extreme caution. Use a pull stick or long object (e.g., wood) and protect the upper part of your body at all times by keeping clear of tailgate while inspecting and cleaning.
8. Lower body or pull back push blade, then lower tailgate.
9. Close tailgate latch and refasten turnbuckles or use automatic cab controls to secure tailgate. Be certain to replace safety chain.

NOTE: Before entering truck body to clean in next to the packing panel, equipment shutdown procedures must be followed:

- Park on level ground
- Put the truck in neutral
- Set the parking brake
- Shut off the engine, remove and take the key with you
- Shut off the battery disconnect switch
- Remove all stored energy
- Wear Company approved hard hat and safety glasses

Personal Protective Equipment:

Head Protection – High visibility hardhats must be worn at the following locations when the driver or other employee is not protected by an enclosed cab (at the active face of landfill, recycle center facilities, transfer stations, designated construction sites). Hardhats must be worn when using outside controls to empty loads. All drivers entering the inside of a truck body must wear a hardhat

Foot Protection - Work shoes/boots must meet ANSI specifications and the following minimum requirements: Six-inch high top laced, approved work boot.

Hand Protection - Wear gloves appropriate for the task being performed while servicing containers.

Eye and Face Protection - Safety glasses must be worn in all designated working areas of maintenance shops at all times unless in

a clearly designated identifiable reception area or walkway. Safety glasses must be worn while outside the truck on the active face of landfills, recycling center and transfer station tipping floors. Safety glasses must be worn while cleaning out behind the blade.

High-Visibility Clothing - High-visibility clothing must be the outer most garment. Options include: jackets, raincoats, sweatshirts, T-shirts or safety vests worn on outside of uniforms.

FEL – Residential

Pertinent information: Refer to Operator's Manual for additional instructions.

General Guidelines

1. Be aware of the unit's overall height at all times.
2. While in transit to collection route, disposal site or division, the container needs to be in tucked position.
3. When in transit, have the PTO switch in the "OFF" position.
4. When traveling from stop to stop during your route follow the manufacturer's recommendations for the position of the container.
5. Bucket shall be tucked when in transit, backing or based on hazards of intersections (i.e. turning at controlled intersections).
6. Prior to dumping container, check for overhead clearance.
7. Before dumping a container, be sure the packing panel is fully retracted.
8. Never dump the bucket while the truck is in motion.
9. Service the right hand side of the road whenever possible. Residential routes requiring left side service must have a hazard assessment completed. If crossing a road is approved, look both ways before walking from in back of truck into traffic, when crossing the street, or returning to the truck. This can be a life or death decision.
10. Packing panel should be cycled after each 8-10 yards of refuse is dumped into body.
11. If an object poses a hazard of falling off while driving and cannot be safely removed with the reach pole, contact your supervisor.

12. A spill kit must be kept on or in the truck.

Container removal guidelines for Residential FEL:

1. Disconnect both hydraulic lines at the quick disconnects. Store the lines appropriately to prevent damage.
2. In order to remove the pins securing the container, place the container on a sturdy object to take the weight of the container off the forks.
3. With pins removed, locate an area to leave the can that will not pose a hazard to traffic or pedestrians.
4. Angle the container forward onto the ground while keeping the forks at approximately a 45-degree downward angle.
5. When dumping 6 yard or larger containers to ensure that you don't hit the windshield with the container, adjust the forks as you lift and lower the arms.
6. Don't curl the forks to far back when dumping as the forks on the Residential FEL tuck in closer than the arms on a commercial FEL.

Opening of Tailgate:

Use caution when unlatching tailgate. Packing panel should be completely retracted before undoing any of the latches to relieve pressure on tailgate.

1. Release turnbuckles — curbside first, then street-side. Chain or latch turnbuckles back to body.
2. Release safety chain from tailgate lever and pull out horizontally until perpendicular to body side. Tailgate will pop open about 6 inches. Hook tailgate lever in open position with safety chain to prevent latches moving while dumping.
3. Open tailgate to fully raised position.
Never walk or stand under a raised tailgate.

Dumping of Load:

1. Park on level surface and observe the disposal facility safe work practices.
2. Lower container below windshield.
3. Fully extend packing panel to help start ejecting load.
4. Move truck forward about 5 feet.

5. Raise body to dump load or on "full-eject" models, push off load.
6. Carefully move truck forward to clear load from body.
7. Lower body or pull back push blade, place container back in tucked position then lower tailgate.
8. Close tailgate latch and refasten turnbuckles or use automatic cab controls to secure tailgate. Be certain to replace safety chain.
9. Whenever it is necessary to clear blade or tailgate seal of waste, use extreme caution. Use a pull stick or long object (e.g., wood) and protect the upper part of your body at all times by keeping clear of tailgate.

Before entering truck body to clean in next to the packing panel, equipment shutdown procedures must be followed:

- Park on level ground
- Put the truck in neutral
- Set the parking brake
- Shut off the engine, remove and take the key with you
- Shut off the battery disconnect switch
- Remove all stored energy
- Wear Company approved hard hat and safety glasses

Personal Protective Equipment:

Head Protection – High visibility hardhats must be worn at the following locations when the driver or other employee is not protected by an enclosed cab (at the active face of landfill, recycle center facilities, transfer stations, designated construction sites). Hardhats must be worn when using outside controls to empty loads. All drivers entering the inside of a truck body must wear a hardhat

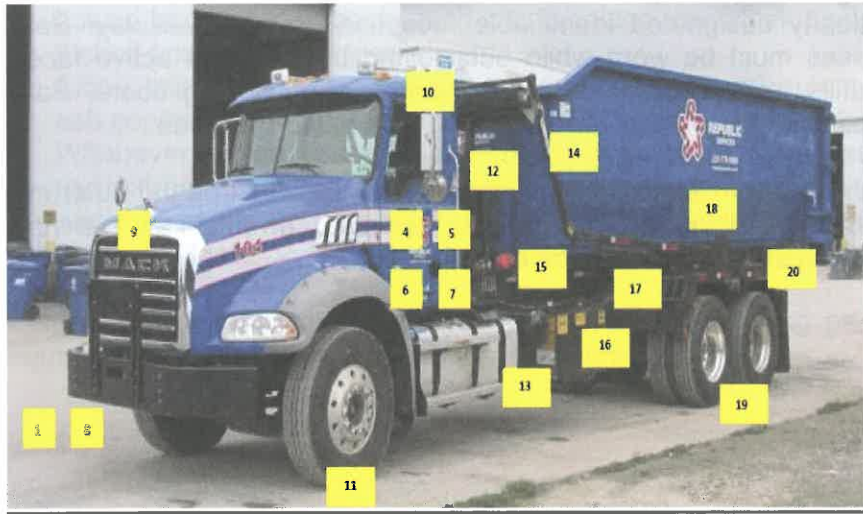
Foot Protection - Work shoes/boots must meet ANSI specifications and the following minimum requirements: Six-inch high top laced, approved work boot.

Hand Protection - Wear gloves appropriate for the task being performed while servicing containers.

Eye and Face Protection - Safety glasses must be worn in all designated working areas of maintenance shops at all times unless in a clearly designated identifiable reception area or walkway. Safety glasses must be worn while outside the truck on the active face of landfills, recycling center and transfer station tipping floors. Safety glasses must be worn while cleaning out behind the blade.

High-Visibility Clothing - High-visibility clothing must be the outer most garment. Options include: jackets, raincoats, sweatshirts, T-shirts or safety vests worn on outside of uniforms.

ROLLOFF



Pre-trip/Post-trip Vehicle Inspection (ROL)

1. Approach truck from front to see if it is leaning to one side or the other and look for fluid leaks
2. Check all fluid levels (unless your facility directs otherwise)
3. Inspect engine and transmission area for debris. Inspect wires & hyd. hoses
4. Turn ignition key to "ON" position and wait to start engine when prompted
5. Start engine
6. Check gauges for any warnings or faults
7. Turn on headlights, marker lights, 4-way flashers and turn on hydraulic pump (PTO)
8. Exit cab and start in front of cab
9. Inspect cab for damage, inspect head lights, clearance lights and flashers
10. Inspect driver's door mirrors, window/s, step/s and grab handle
11. Inspect drivers side front tire, lug nuts, tire pressure, tread, side walls, fender and suspension
12. Inspect area behind cab including any wires and hoses
13. Inspect battery box cover, latches/hold-downs
14. Inspect auto-tarp system hoses, frame, joints, extend lift tower, extend tarp to examine for tears
15. Inspect all outside control handles and handle labels
16. Inspect hydraulic tank & fluid level.
17. Inspect hoist cylinder & hydraulic hoses and lines
18. Inspect all side turn signals, side marker lights and side or cab flood lights
19. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, suspension and fenders
20. Inspect side DOT tape
21. Inspect rear lights, ICC bar, DOT tape, camera & strobes(if equipped), & mud flaps
22. Inspect winch cable and cable hook or eye and container tie-downs
23. Walk to cab, cancel 4-ways and activate left turn signals

24. Walk to rear of truck verifying turn signals are operating down the side of the truck and at rear
25. Walk back to cab and turn on the right turn signals
26. Walk back to rear of truck, down the right side, verifying all turn signals operate to the rear
27. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, suspension and fenders
28. Inspect auto-tarp system hoses, frame, joints, and DOT tape
29. Inspect tool box (door secure and latches) fuel tank, tank straps and fuel level
30. Inspect front tire, lug nuts, tire pressure, fender and suspension
31. Inspect right side door mirrors, window/s, step/s and grab handle
32. Re-enter cab and re-start engine – Same as FEL “restart”
33. Perform full air brake system tests:
 - a. Static brake test (with truck stabilized & parking brake released, engine off, key to on position, wait 1 min. no air loss & no audible air leaks) **Perform this step only if truck is stabilized and prevented from rolling.**
 - b. Applied air brake test (fully apply foot brake, wait 1 min. no air loss & no audible air leaks)
 - c. Low air warning device test (light &/or buzzer must activate at no less than 60 psi)
 - d. Parking Brake Knob Pop Out Test (must pop out between 20 lbs. & 40 psi)
 - e. Parking Brake Tug Test increase idle to 1100 RPM (parking brake applied)
34. Test both city and air horn
35. Perform full hydraulic system test. (Raise hoist, test winch if box on board, etc...) Be sure all warning devices lights and alarms are working properly.

ROLLOFF

Pertinent information: Refer to Operator's Manual for additional instructions.

General Guidelines:

1. Wear your seat belt on every trip.
2. Check that the hoist-up alarm is working before leaving the yard each day; if not functioning the vehicle is out of service.
3. Return hoist and cable winch controls to neutral when released.
4. Check cable for damage, loose threads or frays.
5. Report any malfunctions immediately.
6. Always secure containers to the rails with the appropriate front attachments and an effective rear latching system while transporting the containers.
7. Watch container while it slides down frame rails. Release cable control if container binds on rails. Make sure that the cable hook or loop is still secured to container before continuing container descent.
8. Never place yourself or anyone else behind or under a container while it is in a tilt position, either while loading or off-loading. Use caution when attaching the hook and never place any part of your body between the container and rail.
9. If working under a boom hoist, ensure the safety stands are engaged.
10. Report on the VCR/DVIR any conditions of truck cable system or hoisting mechanism that appear to be in need of repair.
11. Check rubber tarp straps daily for cuts or deterioration. Turn in bad straps for new ones.
12. Secure tarps to prevent trash spillage. On compactor boxes, tuck bottom of tarp under the tailgate to prevent spillage of small items.
13. Replace deteriorated tarp. If hauling asbestos, solid tarps must be used.
14. A spill kit must be kept on or in the truck.
15. Make sure chain is in good condition and has a secure locking mechanism to hold door open. Report any boxes lacking safety latches. Write up broken hinges, doors, rails, etc., on container/compactor repair request forms, which should be in the

cab of each truck. Note items that will place the container out of service.

16. Never stand or walk on top of a load.
17. Report Damage to roll-off boxes to your supervisor prior to pulling the box.
18. Report missing decals on compactors to your supervisor.

Dumping of Load:

1. Wear company approved hardhat, safety glasses and high-visibility vest or shirt at the disposal facility.
2. Park on level surface and observe the disposal facility safe work practices.
3. Make sure that no one is in the swing radius of the tailgate before unlatching it for unloading.
4. At disposal site, make sure that the tailgate is secured in the full open position before tilting hoist to dump load.
5. Carefully move truck forward to clear load from container.
6. Lower container before closing tailgate.
7. Make sure that the tailgate is secured in the closed position before leaving the disposal site. Be certain to replace safety chain.

Personal Protective Equipment:

Head Protection – High visibility hardhats must be worn at the following locations when the driver or other employee is not protected by an enclosed cab (at the active face of landfill, recycle center facilities, transfer stations, designated construction sites). Hardhats must be worn when using outside controls to empty loads.

Foot Protection - Work shoes/boots must meet ANSI specifications and the following minimum requirements: Six-inch high top laced, approved work boot.

Hand Protection - Wear gloves appropriate for the task being performed while servicing containers.

Eye and Face Protection - Safety glasses must be worn in all designated working areas of maintenance shops at all times unless in a clearly designated identifiable reception area or walkway. Safety glasses must be worn while outside the truck on the active face of landfills, recycling center and transfer station tipping floors. Safety glasses must be worn when installing or removing rubber tarp straps.

High-Visibility Clothing - High-visibility clothing must be the outer most garment. Options include: jackets, raincoats, sweatshirts, T-shirts or safety vests worn on outside of uniforms.

27. Inspect riders step, rider grab handles, control levers & labels, tailgate turn-buckle & hyd. hoses
28. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
29. Inspect all side marker lights & DOT tape
30. Inspect fuel tank, tank straps & fuel level
31. Inspect front tire, lug nuts, tire pressure, fender and suspension
32. Inspect right side door mirrors, window/s, step/s and grab handle
33. Re-enter cab and re-start engine
34. Perform full air brake system tests:

- a. Static brake test (with truck stabilized & parking brake released, engine off, key to on position, wait 1 min. no air loss & no audible air leaks) **Perform this step only if truck is stabilized and prevented from rolling.**
- b. Applied air brake test (fully apply foot brake, wait 1 min. no air loss & no audible air leaks)
- c. Low air warning device test (light &/or buzzer must activate at no less than 60 psi)
- d. Parking Brake Knob Pop Out Test (must pop out between 20 lbs. & 40 psi)
- e. Parking Brake Tug Test increase idle to 1100 RPM (parking brake applied)

NOTE: Dual drive trucks require brake inspection test at both operating positions (steps a-d)

35. Test both city and air horn
36. Perform full hydraulic system test. (Tipper, kick bar, packer, winch, etc.)

REARLOAD (REL)

Pertinent information: Refer to Operator's Manual for additional instructions.

Loading Residential Rear Load Trucks:

1. Do not throw containers, place containers back at the point of pickup.
2. Coordinate loading at the back of the packer so no more than one person is dumping at a time.

3. Eye protection must be worn when working directly or in the vicinity of the rear load hopper.
4. Do not dump containers when packer is operating. Stand to the side of the hopper with head turned away.
5. Do not overload hopper. To maximize load density and efficiency cycle the packing blade when the waste is equal to or slightly above the hopper sill.
6. Watch out for objects protruding or falling from the hopper.
7. Place the container on the edge of the hopper and roll or shake as needed to empty.
8. When emptying containers, keep your fingers away from areas where they can be pinched between the container and the hopper. Do not load the packer body above the recommended weight allowance.
9. Service the right hand side of the road whenever possible. Residential routes requiring left side service must have a hazard assessment completed. If crossing a road is approved, look both ways before walking from in back of truck into traffic, when crossing the street, or returning to the truck. This can be a life or death decision.
10. No Scavenging
11. If truck is equipped with a winch cable, it is to be hooked to the bracket on the left (driver) side of truck. (Never secure hook to grab handle)
12. When traveling to and from route or at anytime speeds may exceed 20mph make sure the packing blade completely covers the hopper to ensure no loose debris blows out of the truck.
13. Do not over pack the load and understand the weight requirements
14. A spill kit must be kept on or in the truck.

Operating Packing Mechanism:

Operator should ensure that:

1. Helpers and/or other employees are made aware by agreed signals that operator is ready to operate the packer.
2. No one is at the back of the truck when the packer is operating.
3. If lever is on the right side, use left hand to operate; if on left, use right hand.
4. Never place hand on or in the hopper area while packer blade is operating.
5. Do not attempt to catch debris that is falling out of the hopper when blade is in motion.
6. Do not attempt to push jammed waste or debris that is falling out with your hand or foot.
7. Avoid branches or wood that may be swinging around when the packer blade is in motion.
8. Never pack your load while backing.

Dumping two to ten yard Rear Load Containers:

Hooking Up the Container:

1. Each day, and before dumping any container, inspect the cable, hook loading sill, trunion bar locks and chains for defects.
2. Both trunion bar locks **MUST** be used when servicing rear-load containers.
3. Keep your hands away from the cable when you unwind it to hook on the container.
4. Unwind the winch cable to the length of the container. Always put the hook over the top of the bar on the container.
5. Ensure hook safety latch is properly in place.
6. Do not pull or lift commercial rear-load containers by any means other than those approved by Republic Services or manufacturer specifications.
7. Never transport a container on the back of a rear load hopper sill.
8. When backing the truck, stay clear of all stationary objects and leave adequate room to empty the container.

9. Watch for low-hanging wires and always put on your parking brakes.
10. Leave your pulsating lights or 4-way flashers on while dumping the container.
11. Always cycle the packer blade and empty the hopper before dumping.

Dumping the Container:

1. Hardhats must be worn when dumping containers 6 yard and larger.
2. Inspect every container prior to service to ensure it is safe to dump. If any damage is identified report it to your supervisor.
3. Check material in the container to see if any special handling is necessary or if any hazardous materials are in the container.
4. Check to ensure that the container trunion bar is not damaged and is properly seated in the hopper sill.
5. Operator should ensure that helpers and/or other employees are made aware by agreed signals that operator is ready to operate the packer
6. Once you have checked the container, hopper and winch cable, you may begin the dumping process. Elevate the container to approximately 60 degrees from the ground while tipping refuse into the hopper. Always keep one hand on the packer blade control while observing material being emptied into the hopper. Some trucks use a lift bar to lift small containers without a winch.
7. Follow all safety precautions as outlined for winch equipped trucks.
8. Once the hopper is full, lower the container and cycle the packer blade, emptying the hopper.
9. **NOTE:** While clearing the hopper, watch for material that could get caught between the packer blades and the container. A piece of steel or similar material caught between the packer blade and container trunion bar can cause the container to be kicked out of the hopper sill.
10. The tipping process should be repeated, emptying the remainder of the container. A container must never go beyond a 90-degree angle when tipping the container.
11. While the container is elevated, no one is permitted to walk under the raised container.

12. Lower container so the front edge touches ground before cycling blade.
13. After dumping the container, secure the cable hook to the side of the truck. The cable must not create a swinging hazard during driving. Extend the packer blades, closing the hopper. This will prevent any refuse from blowing out while you are traveling to your next stop.
14. Before moving the truck, make sure all sides of the truck are clear. Release four-way flasher, disengage PTO and proceed to your next stop.

Dumping of Load:

1. Make sure the truck is on level, solid ground when dumping load.
2. Loosen and release latches and/or turnbuckles
3. Make sure no one else is standing near rear door or tailgate when raising or lowering.
4. Release excess pressure in packer body before opening by retracting the ejector blades as far forward as possible and in the case of rear load trucks, cycle the packing blade half way through it's cycle.
5. Open tailgate on body with caution.
6. When dumping the load, stay clear of the back; do not stand or walk under the open tailgate at any time.
7. Whenever it is necessary to clear blade or tailgate seal of waste, use extreme caution. Use a pull stick or long object (e.g., wood) and protect the upper part of your body at all times by keeping clear of tailgate.
8. Before leaving the disposal facility, secure latches and turnbuckles in a safe area.
9. Helpers should only ride in the cab, not on the step, when at the disposal site. Only the driver is allowed out of the cab at a tipping area.

NOTE: Before entering truck body to clean in next to the packing panel, equipment shutdown procedures must be followed:

- Park on level ground
- Put the truck in neutral
- Set the parking brake
- Shut off the engine, remove and take the key with you

- Shut off the battery disconnect switch
- Remove all stored energy
- Wear Company approve hard had and safety glasses

Helper Safety:

1. There will be absolutely no use of personal listening devices such as MP3 players or IPODs during any work time while operating company equipment or performing safety sensitive duties.
2. Do not throw containers, place container back at the point of pickup.
3. Coordinate loading at the back of the packer so no more than one person is dumping at a time.
4. Eye protection must be worn when working directly or in the vicinity of the rear load hopper.
5. Do not dump containers when packer is operating. Stand to the side of the hopper with head turned away.
6. Do not overload hopper. To maximize load density and efficiency cycle the packing blade when the waste is equal to or slightly above the hopper sill.
7. Watch out for objects protruding or falling from the hopper.
8. Place the container on the edge of the hopper and roll or shake as needed to empty.
9. When emptying containers, keep your fingers away from areas where they can be pinched between the container and the hopper. Do not load the packer body above the recommended weight allowance.
10. Service the right hand side of the road whenever possible. If crossing a road is absolutely necessary, look both ways before walking from in back of truck into traffic, when crossing the street, or returning to the truck. This can be a life or death decision.
11. No Scavenging
12. Helpers and/or other employees are made aware by agreed signals that operator is ready to operate the packer.
13. Helpers should never direct traffic or wave other vehicles around the collection vehicle.
14. No one is at the back of the truck when the packer is operating.
15. If lever is on the right side, use left hand to operate; if on left, use right hand.

16. Never place hand on or in the hopper area while packer blade is operating.
17. Do not attempt to catch debris that is falling out of the hopper when blade is in motion.
18. Do not attempt to push jammed waste or debris that is falling out with your hand or foot.
19. Avoid branches or wood that may be swinging around when the packer blade is in motion.
20. Never pack your load while the truck is backing.
21. Always use safe manual lifting techniques when handling containers and bags. (Refer to manual lifting section)
22. Never ride on container when it is in front of the truck (e.g., residential FEL routes).
23. Do not operate the packer while riding on the step.
24. Do not ride anywhere on the outside of the truck when the truck is backing. Helper must be in clear view of the driver and must guide him back.
25. Do not ride on the hopper sill or in the hopper. Do not ride on other vehicle parts that are not designed to carry passengers (e.g. fenders, lift gates, running boards, etc.).
26. Only one person per step is allowed.
27. Use proper stance with both feet on the step and both hands firmly planted on the holding bars (maintain 4 points of contact)
28. Keep hands and feet away from the hopper. – See #16
29. Do not pick up containers while someone is riding on the truck.
30. Helpers are to ride in cab of truck unless traveling in residential area, while in the process of collection and traveling less than 10 mph and no more than 2/10th of a mile between collection stops.
31. Keep steps free of waste, grease, ice and snow.
32. Watch out for low-hanging tree branches, wires or other obstacles close to the truck.
33. Watch for power poles or other fixed objects that could pin you between the truck and the object.
34. Do not signal for the truck to move until both you and your partner are safely in position.
35. All drivers and passengers must wear seatbelts.
36. Passengers in dual drive trucks must be seated and wear seatbelts when traveling to and from route and must keep hands

- and feet away from vehicle controls or when traveling greater than 20 mph.
37. Passengers must be alert to traffic conditions and may not sleep in cab.
38. Never get on or off the vehicle if the vehicle is still in motion.
39. Never jump onto or off of the vehicle.
40. Always use three points of contact when getting onto or off of the vehicle.
41. When stepping onto the vehicle, get a secure grip on the handholds, step firmly and shift your body weight evenly. – See #40
42. Open the cab door completely before mounting or dismounting.
43. When riding on the rear step maintain 4 points of contact utilizing the handholds, never place your arm inside the hopper. – See #16
44. Observe the surface you are dismounting to for loose objects (e.g., rocks, on ground), slippery substances (e.g., ice, oil, water), or change levels (e.g., meters, drainage holes, curbs, cracks in sidewalk, pot or chuckholes)
45. Refer to Rear Load section for dumping rear load commercial containers.
46. Never jump on the rear step while the truck is in motion. 3 points of contact should always be used when getting on the truck. – See #38

Personal Protective Equipment:

Head Protection – High visibility hardhats must be worn at the following locations when the driver or other employee is not protected by an enclosed cab (at the active face of landfill, recycle center facilities, transfer stations, designated construction sites). Hardhats must be worn when dumping containers 6 yard and larger. All drivers entering the inside of a truck body must wear a hardhat

Foot Protection - Work shoes/boots must meet ANSI specifications and the following minimum requirements: Six-inch high top laced, approved work boot.

Hand Protection - Wear gloves appropriate for the task being performed while servicing containers.

Eye and Face Protection - Safety glasses must be worn in all designated working areas of maintenance shops at all times unless in a clearly designated identifiable reception area or walkway. Safety glasses must be worn while outside the truck on the active face of landfills, recycling center and transfer station tipping floors. Safety glasses must be worn while cleaning out behind the blade. Safety glasses must be worn while working directly with or in the vicinity of the rear hopper the truck.

High-Visibility Clothing - High-visibility clothing must be the outer most garment. Options include: jackets, raincoats, sweatshirts, T-shirts or safety vests worn on outside of uniforms.

Side load (Automated and Semi Automated)



Pre-trip/Post-trip Vehicle Inspection (ASL)

1. Approach truck from front to see if it is leaning to one side or the other and look for fluid leaks
2. Check all fluid levels (unless your facility directs otherwise)
3. Inspect engine and transmission area for debris. Inspect wires & hydraulic hoses
4. Turn ignition key to "ON" position and wait to start engine when prompted
5. Start engine
6. Check gauges for any warnings or faults
7. Turn on headlights, marker lights, 4-way flashers and turn on hydraulic pump (PTO)
8. Exit cab and start in front of cab
9. Inspect cab for damage, inspect head lights, clearance lights and flashers
10. Inspect driver's door mirrors, window/s, step/s and grab handle
11. Inspect drivers side front tire, lug nuts, tire pressure, tread, side walls, fender and suspension
12. Inspect area behind cab for debris, also including wires and hoses
13. Inspect battery box cover, latches/hold-downs
14. Inspect packer cleanout door, hopper area and ladder or steps
15. Inspect hydraulic tank & fluid level. Inspect fuel tank, tank straps and fuel level
16. Inspect fire extinguisher, triangles and spill kit
17. Inspect all side marker and side lights
18. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
19. Inspect side DOT tape
20. Inspect rear lights, ICC bar, DOT tape, camera/s, strobes, & mud flaps
21. Walk to cab, cancel 4-ways and activate left turn signals
22. Walk to rear of truck verifying turn signals are operating down the side of the truck and at rear
23. Walk back to cab and turn on the right turn signals
24. Walk back to rear of truck, down the right side, verifying all turn signals operate to the rear

25. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
26. Inspect side lights, DOT tape, broom & shovel
27. Inspect arm assembly including hyd. hoses, grabber belts, pins, pivot points and travel safety pins/hooks
28. Inspect hopper cart loading area for missing or loose belts or flaps (do not climb on truck)
29. Inspect front tire, lug nuts, tire pressure, and suspension
30. Inspect right side door mirrors, window/s, step/s and grab handle
31. Re-enter cab and re-start engine
32. Perform full air brake system tests:
 - a. Static brake test (with truck stabilized & parking brake released, engine off, key to on position, wait 1 min. no air loss & no audible air leaks) **Perform this step only if truck is stabilized and prevented from rolling.**
 - b. Applied air brake test (fully apply foot brake, wait 1 min. no air loss & no audible air leaks)
 - c. Low air warning device test (light &/or buzzer must activate at no less than 60 psi)
 - d. Parking Brake Knob Pop Out Test (must pop out between 20 lbs. & 40 psi)
 - e. Parking Brake Tug Test increase idle to 1100 RPM (parking brake applied)

NOTE: Dual drive trucks require brake inspection test at both operating positions (steps a-d)

33. Test both city and air horn
34. Perform full hydraulic system test, first inspecting system control labels, then cycle arm, packer, hopper door, body hoist, etc...
Verify all arm & hoist alarms work properly.

Side load (Automated and Semi Automated)

Pertinent information: Refer to Operator's Manual for additional instructions.

1. Be aware of the unit's overall height at all times.
2. While in transit to collection route, disposal site or division, the arm must be in the retracted position.
3. When in transit, have the PTO switch in the "OFF" position.

4. Operators must follow dual drive chassis guidelines as outlined on page # 34.
5. Wait until truck is stopped before extending automated arm.
6. Operator needs to ensure proper clearance before extending arm or raising containers.
7. Make sure packing blade is retracted before dumping containers.
8. Never place hands into hopper area while truck is packing.
9. Service the right hand side of the road whenever possible. Residential routes requiring left side service must have a hazard assessment completed. If crossing a road is approved, look both ways before walking from in back of truck into traffic, when crossing the street, or returning to the truck. This can be a life or death decision.
10. Make sure all access doors are closed while in transit to collection route, disposal site or division.
11. Stay clear of hopper during packing cycle when operating a semi automated sideloader.

Opening of Tailgate:

Use caution when unlatching tailgate. Packing panel should be completely retracted before undoing any of the latches to relieve pressure on tailgate.

1. Release turnbuckles — curbside first, then street-side. Chain or latch turnbuckles back to body.
2. Release safety chain from tailgate lever and pull out horizontally until perpendicular to body side. Tailgate will pop open about 6 inches. Hook tailgate lever in open position with safety chain to prevent latches moving while dumping.
3. Open tailgate to fully raised position.

Never walk or stand under a raised tailgate.

Dumping of Load:

1. Park on level surface and observe the disposal facility safe work practices.
2. Fully extend packing panel to help start ejecting load.
3. Move truck forward about 5 feet.

4. Raise body to dump load or on "full-eject" models, push off load.
5. Carefully move truck forward to clear load from body.
6. Lower body or pull back push blade, then lower tailgate.
7. Close tailgate latch and refasten turnbuckles or use automatic cab controls to secure tailgate. Be certain to replace safety chain.
8. Whenever it is necessary to clear blade or tailgate seal of waste, use extreme caution. Use a pull stick or long object (e.g., wood) and protect the upper part of your body at all times by keeping clear of tailgate.

Before entering truck body to clean in next to the packing panel, equipment shutdown procedures must be followed:

- Park on level ground
- Put the truck in neutral
- Set the parking brake
- Shut off the engine, remove and take the key with you
- Shut off the battery disconnect switch
- Remove all stored energy
- Wear Company approved hard hat and safety glasses

Personal Protective Equipment:

Head Protection – High visibility hardhats must be worn at the following locations when the driver or other employee is not protected by an enclosed cab (at the active face of landfill, recycle center facilities, transfer stations, designated construction sites). Hardhats must be worn when using outside controls to empty loads. All drivers entering the inside of a truck body must wear a hardhat

Foot Protection - Work shoes/boots must meet ANSI specifications and the following minimum requirements: Six-inch high top laced, approved work boot.

Hand Protection - Wear gloves appropriate for the task being performed while servicing containers.

Eye and Face Protection - Safety glasses must be worn in all designated working areas of maintenance shops at all times unless in a clearly designated identifiable reception area or walkway. Safety glasses must be worn while outside the truck on the active face of landfills, recycling center and transfer station tipping floors. Safety glasses must be worn while cleaning out behind the blade.

High-Visibility Clothing - High-visibility clothing must be the outer most garment. Options include: jackets, raincoats, sweatshirts, T-shirts or safety vests worn on outside of uniforms.

Container Delivery / Boom Truck

Pertinent information: Refer to Operator's Manual for additional instructions.

General Guidelines

Due to the specialized nature and usage of mobile crane boom trucks, there are a number of inherent hazards, such as overhead hazards (e.g. electrical power lines and bridges) as well as staying within the capacity and reach of the boom. To prevent the possibility of such occurrences, observe the following procedures:

1. Only employees trained and knowledgeable may operate delivery boom trucks and the controls.
2. Every operator must know the lifting capacity and reach of the boom. These limits must not be exceeded.
3. Every employee must be aware of the hazards of overhead electrical power lines. This includes the possibility of an arc-over of several feet from high voltage lines to crane boom. If at all possible, the boom should not be operated anywhere in the vicinity of overhead power lines, especially when it's raining or snowing. In dry weather, the boom is not to extend within 10 feet of an electric power line.
4. Every employee who operates the boom truck must wear gloves when operating boom controls. Wear rubber boots, rain gear and rubber insulated gloves when it's raining or snowing or when immediate ground area is wet.

5. Place the stabilizer outriggers in firm contact with the ground or pavement before raising boom from its cradle. (In addition to ensuring unit's stability, this provides a partial ground path for electrical current.)
6. Inspect the unit daily as to its mechanical condition, with special emphasis on boom mounting and structural components on all safety items.
7. The truck should never be driven unless the boom is in the cradle position.
8. Control levers should have non-metal knobs. Install rubber hoses to cover steel rods of controls.
9. Drivers shall report anytime that the decals become worn for operation of the boom controls.
10. Driver shall ensure a copy of the operations manual is in the truck for operations of the boom.

Personal Protective Equipment:

Head Protection - High visibility hardhats must be worn at the following locations when the driver or other employee is not protected by an enclosed cab (at the active face of landfill, recycle center facilities, transfer stations, designated construction sites). Hardhats must be worn when using outside controls.

Foot Protection - Work shoes/boots must meet ANSI specifications and the following minimum requirements: Six-inch high top laced, approved work boot.

Hand Protection - Wear gloves appropriate for the task being performed while servicing containers.

Eye and Face Protection - Safety glasses must be worn in all designated working areas of maintenance shops at all times unless in a clearly designated identifiable reception area or walkway. Safety glasses must be worn while outside the truck on the active face of landfills, recycling center and transfer station tipping floors. Safety glasses must be worn when installing or removing rubber tarp straps.

High-Visibility Clothing - High-visibility clothing must be the outer most garment. Options include: compliant uniform shirts, jackets, raincoats, sweatshirts, T-shirts or safety vests worn on outside of regular uniforms.

Portable Toilet

Delivery Vehicles

1. Ensure that adequate supplies are on board, including rags or paper towels, chemical solutions, toilet paper, signs (Men and Women), measuring cup, water jug, and spare toilet seat.
2. Provide adequate tie-downs on board.
3. Check the condition of personal protective equipment (PPE).

Service Tank Trucks

1. Ensure that adequate supplies are on board, including rags or paper towels, chemicals, toilet tissue, signs (Men and Women), brushes, measuring cup, buckets, tool kit, and spare toilet seat.
2. Check that the water tank is full.
3. Inspect valves and caps to ensure that they are secure and that there are no leaks.
4. Inspect suction and dump hoses.
5. Check the condition of PPE.
6. Start the engine and vacuum pump. Establish that minimum vacuum can be attained.

Pickup and Delivery Procedures

1. Make sure that the unit is in good repair.
2. Ensure that the unit is properly secured to skids before loading it onto the vehicle.
3. Use proper lifting techniques when loading units.
4. Use tie-downs to secure units onto the delivery vehicle.
5. Check the tie-downs and overall load before leaving the yard.

Placement at Job Site

1. Position the unit in a location where service trucks have easy access. Its location must also be convenient for personal use.
2. Put on appropriate personal protective equipment, including high visibility vest.
3. Level the unit on the job site and make sure that it is stable.
4. Add toilet tissue.
5. Charge the toilet tank with the proper amount of chemical solution and water.
6. When operating on a construction site, check the area for construction debris, such as nails, steel pieces, or other objects that could puncture the tires. Wear a hardhat while on a construction site.

Pickup

1. Inspect the unit for damage not entered on the report.
2. Verify that the toilet tank is empty.
3. Remove the toilet tissue.
4. Load the unit and secure it on the vehicle as outlined for delivery.

Service Tank Truck Operation

1. When operating on a construction site, check the area for construction debris, such as nails, steel pieces, or other objects that could puncture the tires. NOTE: Wear a hardhat while on a construction site.
2. Approach the unit from the driver's side of the truck. Park within six feet of the unit.
3. If the unit is blocked, notify a supervisor. Do not move any object interfering with the servicing of units.
4. Engage the vacuum pump.
5. Put on PPE: appropriate chemical-resistant gloves and eye protection consisting of safety glasses with side shields.
6. Before entering a unit, check the interior for snakes, spiders, and other creatures. Attend to them properly, but do not touch them.
7. Place the wand in the toilet and suction the waste from the tank.

8. Replace the wand and hose on the truck, ensuring that there are no spills from the suction hose.
9. Check the toilet tank and remove any debris. Use fire tongs if necessary. Dispose of debris in proper waste containers.
10. Clean the inside of the unit. Scrub inside the toilet tank with a long handled brush. Scrub the urinal with a urinal brush. Wash the inside of the unit and wipe it dry with a squeegee or paper towel.
11. Charge the toilet tank with the proper amount of chemicals and water.
12. Add toilet tissue.
13. Check the condition of the unit and perform any necessary repairs including graffiti removal. Replace hardware.

Dumping of Load:

1. Dump loads with a required permit only in approved locations.
2. Park the truck out of traffic with warning flashers on. When on an upgrade, position the front of the truck so that it is elevated.
3. Put on PPE, including appropriate chemical-resistant gloves and eye protection consisting of safety glasses with side shields.
4. Place a bucket under the dump valve.
5. Remove the dump valve cap, being careful to catch any leakage.
6. Hook-up the dump hose first. Put it into the manhole, making sure that the hose is long enough to prevent it from jumping out.
7. Open the dump valve.
8. On occasion, the dump valve may become clogged. To clear it, close the dump valve, engage the vacuum pump, and build up maximum vacuum in the tank. Open the dump valve for one or two seconds. This should force anything caught in the valve to shoot into the tank. Shut off the vacuum and proceed to open the valve and dump the load.

After the tank is empty

1. Close the valve.
2. Drain the hose and disconnect it, making sure that any leakage is caught in the bucket.
3. Place the dump hose in its storage area on the truck.

4. Empty the bucket and rinse into the manhole.
5. Close the manhole.
6. Vacuum up any spills and rinse down the area. Excessive spills (five to ten gallons) must be reported to dispatch.

Post-Trip Vehicle Inspection

1. Replenishing the supply of clean rags.
2. Putting dirty rags in the proper container.
3. Replenishing toilet tissue.
4. Refilling chemicals.
5. Refilling the fresh water tank.

After supplies are replaced, service tank trucks must:

1. Empty the moisture traps.
2. Check that the dump valve, water tank, and chemical reservoir caps are in place.
3. The driver must be trained and qualified in the operation of towing a Chemical Toilet. Upon hook-up, the following items must be checked before moving:
 - All lights.
 - The operation of the brakes.
 - The connection of safety chains.

In addition, verify that jacks, stabilizing bars, steps, hoses, lines, and other components are properly secured before traveling.



POST COLLECTION SAFETY

- LANDFILL PROCEDURES
- TRANSFER STATION PROCEDURES
- RECYCLING CENTER (RC)
- GENERAL EQUIPMENT OPERATING PROCEDURES
- PRE & POST INSPECTION RESPONSIBILITIES
- POWERED INDUSTRIAL TRUCKS

LANDFILL PROCEDURES

Pertinent information: Refer to Landfill SOP's for additional instructions.

1. Landfill employees at the active face are required to wear company approved high-visibility clothing and hardhat, and 6-inch high top laced approved work boot with puncture-resistant soles or puncture resistant inserts as well as safety glasses, gloves, and hearing protection when needed.
2. Landfill employees not on the active face but exposed to any vehicle traffic are required to wear company approved high-visibility clothing.
3. Only the driver may exit the cab when on the face at the landfill. Helpers must wait in the cab or at a designated area.
4. Drivers and operators must allow for a distance of at least 10 feet between vehicles when dumping.
5. Single cylinder end dump trailers should be 50 feet away from other vehicles.
6. Operators must allow for a distance of at least 20 feet from vehicles when pushing trash.
7. Equipment operators must allow for a distance of at least 50 feet from tippers.
8. Spotters are required to wear an ANSI Class III high visibility vest or outermost garment as well as high visibility hard hat. In addition when necessary they should be provided rain suits, cold weather garments, gloves and safety glasses.
9. Forklift use (see Powered Industrial Trucks, page 90)

Towing Procedures

1. The condition of the vehicle is the responsibility of the driver.
2. The vehicle being towed always does the hook-up to their vehicle and the equipment operator always does the hook-up to the heavy equipment
3. Nylon tow straps or minimum $\frac{3}{4}$ " steel cables with a minimum length of 10 feet and appropriate weight rating are to be used. Chains are banned for towing, do not use chain leads on straps of cables.

4. Hook the tow strap/cable to the vehicle's tow hook only. When the red warning fibers are broken in the tow strap or one of the steel cable bundles are broken, it is an indication that the tow strap/cable should be replaced immediately.
5. The Operator of the stuck vehicle does not exit vehicle after calling for assistance until tow equipment has arrived and come to a complete stop. Once the tow vehicle has arrived, maintain visual contact at all times between both vehicles' operators. If this is not possible, a spotter must be used. The spotter should maintain visual contact with both vehicle operators and direct them with mutually understood hand signals.
6. A safe distance must be maintained beyond the swing / snap radius of the strap/cable.
7. The operator of the stuck vehicle will not apply power prior to the towing vehicle exerting towing force.
8. The operator of the towing vehicle applies power gradually, and only after he has received the go signal from the operator of the stuck vehicle.
9. Towing is only to dislodge or remove a disabled vehicle from the traffic pattern. Once a vehicle is out of the pattern and found to be completely disabled, call a wrecker service to remove the vehicle from the property.

Pushing Procedures

Pushing is discouraged and is a last resort, but if it is the only option, follow the following steps:

- Contact a supervisor for permission to push.
- Any pushing must be done with the supervision of the manager on duty.
- Pushing a stuck vehicle is a team effort between the landfill equipment operator, a second landfill employee acting as a ground spotter, and stuck vehicle driver.
- Where available, use CB radio communication.

Pushing Vehicles

Only in an emergency should anyone push a disabled vehicle. If pushing is the last resort, then follow these procedures:

1. Pushing must be done **under the supervision of the site manager on duty.**
2. **Never put the blade directly against the vehicle.** Push up waste or soil behind the truck to act as a cushion between the blade and the truck.
3. **Always obtain driver permission** before pushing a vehicle.
4. Do not push the vehicle any further than it takes to free the vehicle for a pulling tow.
5. Make sure all personnel are clear of the push area and the vehicle driver is safely in the cab of the vehicle.

TRANSFER STATION PROCEDURES

1. Transfer station employees at the tipping floor are required to wear company approved high-visibility clothing and hardhat, and 6-inch high top laced approved work boot with puncture-resistant soles or puncture resistant inserts as well as safety glasses, gloves, and hearing protection when needed.
2. Transfer station employees not on the tipping floor but exposed to any vehicle traffic are required to wear company approved high-visibility clothing.
3. Only the driver may exit the cab when at the tipping floor. Helpers must wait in the cab or at a designated area.
4. Drivers and operators must allow for a distance of at least 10 feet between vehicles when dumping.
5. For freestanding trailers, trailer wheels should be chocked and jack stands used.
6. For trailers being loaded the tractor should be attached to the trailer. If the trailer is being live loaded the driver should remain in the cab.
7. All loads transported must be secured via tarps or enclosures. Tarping can be accomplished with auto tarping mechanisms or by hand tarping. Hand tarping must be completed away from the pit utilizing a tarping station.
8. Forklift use (see Powered Industrial Trucks, page 90)

RECYCLING CENTER (RC) PROCEDURES

1. RC operators at the tipping floor are required to wear company approved high-visibility clothing and hardhat, 6-inch high top laced approved work boot with puncture-resistant soles or puncture resistant inserts as well as safety glasses, gloves, and hearing protection when needed.
2. RC sorters/laborers are required to wear company approved high-visibility clothing, safety glasses, abrasion/puncture resistant gloves and hearing protection when needed. Hard hats and footwear are required based on hazard assessment.
3. RC employees not on the tipping floor but exposed to any vehicle traffic are required to wear company approved high-visibility clothing.
4. Designated travel pattern should be followed by those on foot in accordance with the traffic control plans for the facility.
5. Only the driver may exit the cab when at the tipping floor and must remain within 6 feet of the truck. Helpers must wait in the cab or at a designated area.
6. All drivers to obey all traffic signs and stay within the designated traffic pattern.
7. Drivers and operators must allow for a distance of at least 10 feet between vehicles when dumping, and Operators must allow 20 feet between heavy equipment and vehicles when pushing loads.
8. Follow the guidelines of the Republic Services Hazardous Energy Control Plan (Lock Out/Tag Out) Program.
9. All heavy equipment (wheel loaders, etc.) and smaller units (fork lifts, skid-steers) will be locked out and tagged out of service prior to any maintenance or repairs, per the Republic Services maintenance guidelines.
10. Prior to any maintenance or cleaning activity that requires an employee to physically access recovery equipment or a processing component, the Hazardous Energy Control Plan procedures will be followed. Examples of access are as follows but not limited to:
 - Entry into or on top of a processing screen
 - Entry into a screen such as a debris, paper, OCC screen

- Access to or on a conveyor
 - Entry into the baler chamber
11. When entering a baler chamber, be sure to eliminate the chance of material on the in-feed belt falling into the chamber and on to those within the baler.
 12. All employees engaging in the Hazardous Energy Control Plan Program will be trained within the proper procedures and a lock, tag or series of locks and tags will be assigned to that employee. The employee's name must be visible on their lock(s) and/or tags.
 13. A "Lock Out Center" cabinet will be centrally and conveniently located for the storage of employees' locks, tags and locking devices.
 14. At no time are employees allowed to access a moving conveyor for any reason or for any duration; the conveyor must be properly locked out of service prior to access.
 15. All guarding must be maintained and in place when the equipment is operating.
 16. Safely stack bales no more than 4 to 6 bales high based on the criteria in Recycling Center Standard Operating Procedures.
 17. Forklifts may move up to two bales at a time.
 18. Bales of questionable integrity should be broken open and re-baled prior to storage or shipment.
 19. For freestanding trailers, trailer wheels should be chocked and jack stands used.
 20. Driver must remain in the truck during loading or unloading, or wait in a designated area. If driver leaves the truck, he/she must comply with all RC safety standards, including wearing proper PPE. Railcars should have their wheels chocked and the brakes locked when being loaded. Never walk in-between staged rail cars.
 21. Forklift use (see Powered Industrial Trucks, page 90)
 22. Never walk in the direct path of output from an auto-ejecting baler.

GENERAL EQUIPMENT OPERATING PROCEDURES

1. Do not under any circumstance operate an engine with low oil pressure or high water temperature.
2. Check your gauges throughout the day.
3. Use low gear when dozing or moving a heavy load.
4. Wear your required personal protective equipment.
5. Use the three point contact method of entering and exiting the cab.
6. On tracked equipment, back up using low gear only.
7. Clean around vehicle tracks and final drives as necessary daily.
8. Always use low gear when going down hill. Never over ride the engine governor when going up hill.
9. Do not take short cuts down the landfills side slopes. Follow designated travel areas.
10. Do not park next to manholes at landfill sites.
11. Know your equipment's blind spots. Be aware of people and other equipment that may be operating near you.
12. Make sure your equipment's back up alarm is functioning properly at all times.
13. Beacon lights must be operational.
14. Seatbelts must be worn at all times while operating equipment.
15. Look behind the equipment before placing the transmission in reverse, and before backing.
16. Keep windows and mirrors clean.
17. Keep wire and other debris cleaned away from track / wheels. When performing this task follow proper lock out/tag out procedures including shutting down the engine and lower blade to "at rest" position.
18. Blades are not to be used for pushing breakdowns.
19. Operators are to isolate and report, but not handle, any unidentified or un-acceptable waste to the landfill manager.
20. All equipment must have a working fire extinguisher mounted at all times.
21. All landfill equipment equipped with blades shall have the blades lowered to the at rest position when not in use.
22. There will be absolutely no use of personal listening devices such as MP3 players or IPODs during any work time while operating company equipment or performing safety sensitive duties.

23. All equipment will be properly parked including grounding the blade (if applicable) and setting the parking brake before the operator exits the cab.
24. Park all heavy equipment at least 15 feet apart from other equipment.

PRE & POST INSPECTION TRIP RESPONSIBILITIES

1. Start with the engine compartment and check the following:
 - a. Fluid levels
 - b. Hose lines and fan belts
 - c. Leaks under radiator and under the vehicle
 - d. Damaged parts
2. Enter the operator's compartment and check the following:
 - a. Seatbelt
 - b. Start up the engine and check pressures and gauges, ensure all controls and systems work including the back-up alarm, camera, lights, heater and defroster
 - c. Check cab cleanliness, clean windows, check mirrors for damage and adjust as needed, check the wipers and the wiper fluid
 - d. Complete an air brake test
3. Exit the cab check the front for the following:
 - a. Check all body and cab lights
 - b. Check windshield for damage
 - c. Check grill, radiator, and headlights
 - d. Check for damage to grill, bumpers, mirrors, radiator
4. Move to the driver's side and check the following:
 - a. Check wheels
 - b. Check the fire extinguisher (20 lb. Minimum)
 - c. Check fuel tank for proper level, damage or leaks
 - d. Check hydraulic tank for proper level, damage or leaks
 - e. Check main shut off valve for hydraulic tank
 - f. Check battery disconnect
 - g. Check body lights and reflective tape
 - h. Check frame and body mounts for cracks or damage
 - i. Check under truck for damage or leaks
5. Move to the rear and check the following:
 - a. Check camera and beacon for damage

- b. Check all lights
6. Move to the passenger side and repeat the inspection procedures used along the driver's side of the vehicle
7. If equipped, complete the visual inspection of the automatic fire suppression system.
8. Complete the VCR/DVIR (see appendix)

POWERED INDUSTRIAL TRUCKS

All divisions which possess a Powered Industrial Truck (e.g. forklift) must be in compliance the company's *Powered Industrial Truck Program*. Only site certified personnel, which possess a current *Operators Certificate*, may operate powered industrial trucks.

1. Operators must be certified and possess an Operator's Certificate
2. Wear seat belt at all times when operating the unit.
3. Drive in reverse when load obstructs view.
4. Keep route clearly in view.
5. Keep load close to ground.
6. Slow, then stop and sound the horn at crossings, around corners and at locations with poor visibility.
7. Be aware of the limitations and dangers of the equipment.
8. Make slow, wide turns; since it's the rear wheels of a forklift that steer, a fast turn can tip the vehicle. Try not to drive over loose objects or materials.
9. When dismounting, the operator needs to face the equipment and maintain a three-point stance while dismounting.
10. Drive in reverse up steep inclines.
11. Never allow an unauthorized person to ride or be lifted on a powered industrial truck.
12. Keep away from edges of elevated ramps or platforms. Keep hands, legs, and arms inside the truck.
13. Lower all forks, loads to the ground, set the parking brake and shut down the engine whenever the operator will be more than 25 feet from the unit.



FACILITY/GENERAL SAFETY

- MAINTENANCE SHOPS
- OFFICE SAFETY
- GENERAL SAFETY GUIDELINES

General Practices

1. Observe good, healthful hygiene habits. Wash your hands thoroughly before eating.
2. Do not smoke in non-designated areas or anywhere within proximity of fuels or chemicals.
3. Be aware of people in and around the area. Take precautions and safeguards to protect them from any possible hazards (e.g., welding, flying sparks, chips, etc.).
4. Use proper lifting procedures when removing components.
5. Read and understand the instructions in the Operator's Guide, as well as all warning plates and decals on the unit before operating, lubricating or repairing the unit.
6. Ensure compliance with all company maintenance standards.
7. Disconnect battery or turn off batter disconnect switch prior to beginning work on any piece of equipment.
8. If possible, make all repairs with the machine parked on a level, hard surface.
9. Apply wheel chocks immediately whenever a truck is brought into the shop or any time any work is done on a truck or mobile equipment.
10. Relieve all pressure in air, oil and water systems before any lines, fitting or related items are disconnected or removed. Always make sure all raised components are blocked correctly and be alert for possible pressure when disconnecting any device from a system.
11. Lower any bucket blade, ripper or other implements to the ground before performing any work on the machine. If this cannot be done, make sure implement is blocked correctly to prevent it from dropping unexpectedly.
12. Do not operate a machine if any rotating part is damaged or contacts any other part during operation. Any high-speed rotating component that has been damaged or altered should be checked for balance before reusing.
13. Use steps and grab handles when mounting or dismounting a machine. Clean any mud or debris from steps, walkways or work platforms before using. Always face truck or machine when using

steps, ladders and walkways. When it is not possible to use the designed access system, use a ladder, scaffold or work platform to perform safe repair operations.

14. To avoid back injury, use a hoist when lifting components that weigh 50 lbs. or more. Make sure all chains, hooks, slings, and other approved lifting devices are in good condition and rated for appropriate capacity.
15. To avoid burns, be alert for hot parts on machines that have just been stopped and hot fluids in lines/tubes.
16. Be careful when removing filler caps, breathers and plugs on machines. Hold a rag over the cap or plug to prevent being sprayed or splashed by liquids under pressure. The danger is even greater if the machine has just been stopped because fluids can be hot. Always allow the machine to cool down before removing cap.
17. Do not install a fastener of a lesser grade if replacements become necessary.
18. Personnel with training and knowledge of welding procedures should perform repairs that require welding only with the benefit of the appropriate reference information. Determine the type of metal being welded and select the correct welding procedure and electrodes, rods or wires to provide a weld metal strength equivalent to at least that of the parent material.
19. Do not damage wiring during removal operations. Reinstall wiring so it is not damaged or become damaged in operation by coming in contact with sharp corners or by rubbing against some object or hot surface. Do not connect wiring to a line containing fluid.
20. Be sure all protective devices, including guards and shields, are installed properly and functioning correctly before starting a repair.
21. If you must remove a guard or shield to perform the repair work, use extra caution. Shut off all electrical current, Lockout/Tagout and chock machine.
22. Always use approved mechanical supports to keep items such as truck bodies raised when maintenance or repair work is performed that requires the item be in the raised position.
23. Loose or damaged fuel, lubricant and hydraulic lines, tubes and hoses can cause fires. Do not bend or strike high-pressure lines or install ones that are bent or damaged. Inspect lines, tubes and hoses carefully. Tighten connections to the correct torque.

24. Never use a hose and mouth method to siphon fluids from a vehicle. Always use an approved pump style siphon system.
25. Make sure that all heat shields, clamps and guards are installed correctly to avoid excessive heat, vibration or rubbing against other parts during operation. Shields that protect against oil spraying onto hot exhaust components in the event of a line, tube or seal failure must be installed and maintained correctly.
26. On track-type machines, be careful when servicing or separating tracks. Chips can fly when removing or installing a track. Wear safety glasses and chock the machine to prevent it from moving.
27. Only certified technicians may inspect, service or otherwise perform maintenance or adjustments to a DOT regulated trucks brake system.
28. Observe all safety precautions and instructions for proper operating procedures whenever using any power tools or shop equipment.
29. Do not use tools for any purpose other than that intended, the use of home made tools is prohibited
30. No one should ever cut the grounding plug from a power supply cord, under any condition.
31. The use of space heaters in the workplace is discouraged and should only be used when no other heat source is available. When used they must be kept in an open area away from combustible materials, equipped with a tip over switch and unplugged when no one is present.

Personal Protective Equipment

1. Always wear protective glasses when working with or around machines. In particular, wear protective glasses when pounding on any part of the machine or its attachments with a hammer or sledge.
2. Eye protection must be worn when grinding, welding, pressure washing or working inside or under a truck or container.
3. Eye protection must be worn when outside of designated walkways.
4. The technician performing a vehicle P.M. must wear safety glasses.

5. Use welder's gloves, hood/goggles, apron and other protective clothing appropriate to the welding job being performed. All welders must wear cotton or fire resistant clothing.
6. Do not wear loose-fitting or torn clothing.
7. Remove all rings from fingers when working on machinery.
8. All shop personnel must wear safety shoes. High-visibility lime-yellow hardhats must be worn in the operational areas of landfills, transfer stations and recycling centers.

Housekeeping

1. Keep tools in good condition. Abuse or misuse will not be tolerated.
2. Report all defective tools to your supervisor.
3. Clean up work areas after a given job is complete. Poor housekeeping habits will not be tolerated.
4. Discard defective parts such as hoses, filters, etc., immediately.
5. Discard defective equipment (e.g. broken ladders, cut electrical cords)
6. Maintain aisle space in storage areas.
7. Keep at least 3 feet of clearance in front of fire extinguishers, electrical panels, and eyewash/shower stations.
8. Keep floor clean and free of oil/debris to prevent accidents/injuries.

Welding and Cutting

1. Any employee using welding equipment must be properly trained and understand the safe work practices.
2. Wear personal protective equipment when welding or cutting (e.g., safety glasses, face shield, gloves, steel toe safety shoes, etc.).
3. Adequate ventilation must be provided when working in an enclosed area.
4. Clean or wash metal before welding to avoid hazardous gas.
5. Welding can be done only after the area has been cleared of combustible and flammable liquids.
6. Fire extinguishers shall be present when welding or cutting.
7. Use welding curtains to protect others from secondary exposure.
8. Ensure cables and cords are in good condition.

9. Should gas or oxygen hoses become damaged, they must be replaced.
10. Anti-flashback devices must be used when gas welding. Anti-flashback devices must be on the tank side.
11. Pressure must be zeroed on portable torch set pressure gauges when the set is not in use.

Tire Replacement

1. Tire replacement shall be in compliance with company maintenance standards.
2. All wheel lugs will be torqued per manufacturer's specifications. Lugs shall be re-torqued 24 hours after replacement
3. Divisions must manage tires by utilizing a mounted wheel program. Tires are not to be repaired in-house.

Painting

1. Spray paint only in areas meeting OSHA and company standards.
2. Adequate ventilation must be provided when spray painting.
3. NO open flames permitted within 25 feet of the spray painting area.
4. Check with your supervisor for the necessary personal protective equipment (e.g., respirator, glasses, gloves, etc.).

Jack Stands

1. When raising truck/equipment or parts thereof, with hydraulic or pneumatic devices, secondary certified safety-jack stands must be used.
2. Only manufacturer rated jack stand pins are allowed. The use of bolts to hold up elevated jack stands is prohibited.
3. Any time wheels are removed from the vehicle, safety-jack stands must be used.
4. Bottle jacks should only be used to lift the vehicle/equipment.
5. Inspect bottle jacks and safety stands before use and report defects to your supervisor.

6. The safety stand capacity on the displayed label should never be exceeded when in use. The weight rating label must be legible and visible to the user.

Grinding and Chipping

1. Proper guards must be in place when using any grinder.
2. You must wear safety glasses/face shields at all times when grinding/chipping.
3. Tongue guards (1/4") and tool rest (1/8") must be properly adjusted.
4. Replacement grinding wheels must be matched to the rated max RPM's of the machine and should have the ring test conducted on them prior to usage.

Lockout/Tagout Procedures

To prevent serious injury resulting from the unintended startup or release of electric, hydraulic or other energy sources and equipment, Lockout/Tagout procedures must be followed in accordance with OSHA and company standards. Technicians must use locking devices to prevent others from energizing equipment and tag the equipment identifying it as "Out of Service" (See Safety Manual Lockout/Tagout Program)

Hoists

1. Lift engines, transmissions and other heavy items with the aid of hoists and chains.
2. Do not exceed capacity of hoist or components.
3. Use only certified lifting chains or slings. Inspect the chains each time before use.
4. Lifting hooks must be equipped with a safety latch.
5. Never stand under a hoisted load.
6. Never operate a hoist or crane unless you are trained on its operation.
7. An annual third party inspection must be performed on all overhead cranes, this includes cranes located on service trucks.

Powered Industrial Trucks

All divisions which possess a Powered Industrial Truck (e.g. forklift) must be in compliance the company's *Powered Industrial Truck Program*. Only site certified personnel, which possess a current *Operators Certificate* may operate powered industrial trucks.

1. Operators must be certified and possess an Operator's Certificate.
2. Wear seat belt at all times when operating the unit.
3. Drive in reverse when load obstructs view.
4. Keep route clearly in view.
5. Keep load close to ground
6. Slow, then stop and sound the horn at crossings, around corners and at locations with poor visibility.
7. Be aware of the limitations and dangers of the equipment.
8. Make slow, wide turns; since it's the rear wheels of a forklift that steer, a fast turn can tip the vehicle. Try not to drive over loose objects or materials.
9. When dismounting, the operator needs to face the equipment and maintain three-point contact while dismounting.
10. Drive in reverse up steep inclines.
11. Never allow any person to ride or be lifted on a powered industrial truck.
12. Keep away from edges of elevated ramps or platforms. Keep hands, legs, and arms inside the truck.
13. Lower all forks, loads to the ground, set the parking brake and shut down the engine whenever the operator will be more than 25 feet from the unit.
14. Forklift attachments must be secured with a safety chain.
15. Modifications of a forklift mast, forks, any portion of the lifting mechanism (e.g. drilling or welding) are prohibited as it will affect the load rating.

OFFICE SAFETY

Office Station Set-Up

Set up your work station utilizing the following steps:

1. Use an adjustable cushioned chair that supports the lower back.
2. Have your elbows 90 degrees to the keyboard and keep your keyboard at arms reach with your elbows next to your body.
3. Have the top of the monitor at eye level and keep the distance between 20 inches to 27 inches from your eyes.
4. Don't bend the wrists much, and avoid using the desk to support your wrists. Either keep your wrists in the air or utilize a wrist pad for support.

General Facility Requirements

1. Exits, walkways, and stairwells will be kept clear to provide an unobstructed line of egress.
2. The parking lot, sidewalks, and walkways will be kept in a manner to prevent any slips, trips, or falls.
3. Adequate lighting both inside and outside the facility will be maintained.
4. Fire extinguishers, fire alarms, first aid kits, and bloodborne pathogen kits will all be on site and maintained in working condition.
5. Keep electrical cords and other materials out of walkways and off of stairs.
6. Keep kitchen and bathroom floors clear of obstacles, debris and spills.
7. The use of space heaters in the workplace is discouraged and should only be used when no other heat source is available. When used they must be kept in an open area, equipped with a tip over switch and unplugged when no one is present.
8. Never burn candles in the workplace.

GENERAL SAFETY GUIDELINES

In the solid waste business, there are many job categories that do not involve driving a collection truck or operating a piece of heavy equipment. These jobs can include the following:

- Office administration
- Scale clerks
- Salespeople
- Sorters
- Spotters at landfills and Transfer Stations
- Technicians
- Janitorial
- Temp Laborers
- Painters
- Supervisors
- Managers
- Groundskeeper
- Transitional duty personnel

Performance of all jobs requires the application of safety standards and safety methodology. This includes the above listed job categories. This guide will attempt to outline the general safety requirements applicable to all non-driving employees regardless of job category.

1. Report all injuries, damage and accidents, regardless of how minor they may appear, to your supervisor or dispatcher immediately.
2. Please watch out for and report any un-safe behaviors or conditions you see in the workplace so they can be corrected before an accident happens.
3. Be mindful and cautious when you find walking surfaces that are covered with slippery material such as ice or snow. Report such un-safe conditions to your supervisor.
4. Wear personal protective equipment specified for the areas you will be working in or passing through. This can include a high visibility vest, protective eyewear, hearing protection, or hardhat.

5. Wear non-slip footwear if your job requires you to enter, work in or traverse areas of the facility where work shoes are generally required such as maintenance shops.
6. Know and obey all designated facility traffic flow patterns and requirements including speed limits.
7. No Scavenging or salvaging allowed at any time for any reason.
8. Know the location of the fire extinguisher nearest to your workstation.
9. Know where the nearest exit is to your workstation.
10. Open only one file cabinet drawer at a time.
11. Close desk drawers when not in use. These can and do cause tripping hazards.
12. Unplug personal space heaters before leaving for the day. Make sure the heater is kept away from paper or other combustible materials.
13. Watch where you walk. Don't read and walk at the same time.
14. Pick up items that could cause someone to slip or trip before they do. Something as small as a paperclip left lying on a tile floor can cause someone's foot to slip.
15. No open flames allowed inside office buildings. This means no candles are allowed.
16. Know your emergency evacuation route and the alarm or signal to evacuate the building.
17. Do not re-enter an evacuated building until instructed to do so by a manager.
18. Report non-functioning exit lights or blocked doorways.
19. Know the location of the facility Hazard Communication station (MSDS book), and be familiar with the information contained on the MSDS sheets for any chemical substances or materials that you may be exposed to such as correction fluid, copy toner, etc..
20. Never walk behind a backing vehicle or piece of equipment.
21. Never enter an area designated by signage as a "Confined Space".
22. Keep electrical and data cords that are under or around your desk bundled back out of the way so they don't create a tripping hazard to you or others.
23. Know how to summon emergency help if necessary
24. Attend all required safety meetings and safety training.

25. Clean up spills immediately. Do not leave them for someone else to slip on.
26. Do not walk into or loiter in areas of the facility that you are not authorized to be in and that you have a work related reason to be in.
27. Treat all blood or bodily fluids as if they are contaminated with a blood borne pathogen such as HIV or Hepatitis B. Take universal precautions. Do not allow anyone's blood to get on you. Wear latex gloves if you decide to assist someone in applying a band aid or bandage.
28. Be mindful that some people are extremely sensitive to perfumes or other bodily scent sprays. This can be a serious problem as these types of products can cause asthma attacks or other allergic reactions. Try to limit or eliminate your use of such products in the workplace.
29. No smoking inside any Republic operated facility. Smoking is allowed in designated outdoor areas only.
30. Don't plug one electrical strip outlet into another strip outlet.
31. Don't use strip outlets or extension cords as permanent wiring solutions.
32. Wash your hands at least several times during the day.
33. If you are sick, stay home. Don't share your illness with co-workers.
34. Be mindful and aware of parking lot security issues. Ask for an escort to your car if you sense anything is odd or out of place.
35. No oral medications may be dispensed by Republic Services in any of our first aid cabinets. However, if you want to keep your own personal bottle of aspirin, antacid or other over the counter medication in your desk drawer you may do so.
36. Do not attempt to lift heavy boxes or other materials by yourself. Get help.

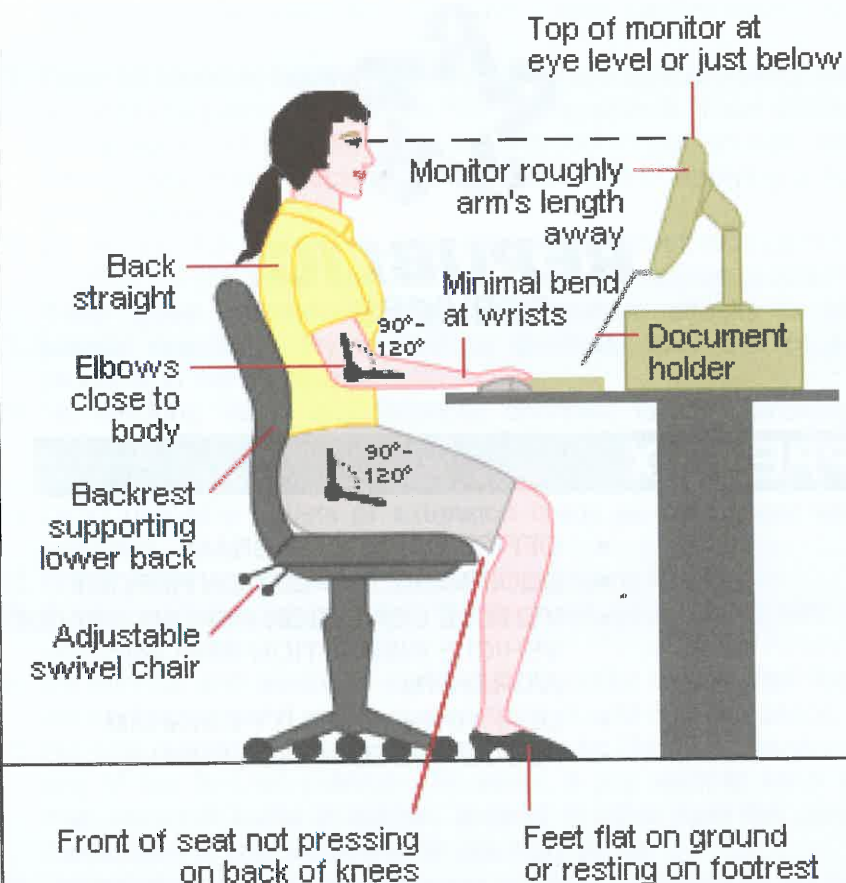


REPUBLIC
SERVICES

APPENDIX

- OFFICE SAFETY DIAGRAM
- EQUIPMENT INSPECTION REPORT
- VEHICLE CONDITION REPORT/DRIVER'S VEHICLE INSPECTION REPORT (VCR/DVIR)
- LEFT TURN VISIBILITY DIAGRAM
- RECOMMENDED HAND SIGNALS

Workstation ergonomics: ideal set-up



Daily Pre-/Post-Operation Machine Inspection

Complete each day for each machine on site.
Submit to Maintenance or Site Manager at shift end. Verbally notify Site Manager of ANY safety concern.

Site Name:		Hour motor start of day:			
Unit Number:		Hour meter end of day:			
Data:					
PREPOST-OPERATION INSPECTION	Pre	Post	PRE/POST-OPERATION INSPECTION	Pre	Post
Steps/handle functional and in place			Check back-up alarm and camera (if applicable)		
Ensure all caps are secure and locked			Perform field brake test (before starting work)		
Inspect hoses, fittings, cylinders for wear and leaks			Seat and seat belt in good condition		
Inspect belly pan (secure) no bolts missing			Blowout radiator and engine compartment		
Inspect cutting edge (front)			Check A/C and heat (clean condenser daily)		
Drain water off all tanks			Clean tracks (wheels of debris and wire wrap)		
Inspect for any equipment damage			Strobe light working		
Gauges and monitoring system working			Check tires (psi) and wheels		
Check horn			Windows in good condition		
Inspect fire extinguisher			Clean windows and cab		
Check fire suppression system - green light on?			Feed idler/wind for excessive heat (post)		
Check mirrors			Test 2-way radio for proper functioning		
Check all exterior lights			Check pivot shaft oil site gauge (if applicable)		
Check that battery disconnects OFF	N/A				
FLUID, FILTER, LUBE CHECK	Pre	Post	AMOUNT ADDED (OIL, FUEL, COOLANT)	Pre	Post
Check and fuel machine					
Check engine/oil tank oil level					
Check transmission fluid level					
Check hydraulic oil level					
Check coolant level (when engine is cold)					
8 hour lube points (grease unit daily)					
Check air filter (replace/clean as needed)					
Check cab air filter (clean as needed)					

* Main Disconnect must be turned off at end of shift or when machine is not in service.

* Each box must contain a separate checklist - don't fill through multiple boxes.
If an item is not applicable, check N/A.

Repair Notes (describe any necessary repairs or problems for the mechanic to address):

Operator Signature: _____ Supervisor Signature: _____

Date: _____ Unit: _____ Driver: _____
Location: _____ Ending Engine Hrs: _____
Start Time: _____ Finish Time: _____ Ending Mileage: _____

PRE	POST	<input checked="" type="checkbox"/>	Amount Added	PRE	POST	<input checked="" type="checkbox"/>	Amount Added	PRE	POST	<input checked="" type="checkbox"/>	Amount Added
<input type="checkbox"/>	<input type="checkbox"/>		Engine Oil Qt. _____	<input type="checkbox"/>	<input type="checkbox"/>		Coolant Gal. _____	<input type="checkbox"/>	<input type="checkbox"/>		Transmission Qt. _____
<input type="checkbox"/>	<input type="checkbox"/>		Hydraulic Oil Gal. _____	<input type="checkbox"/>	<input type="checkbox"/>		Fuel Gal. _____	<input type="checkbox"/>	<input type="checkbox"/>		Diesel Exhaust Fluid Gal. _____
				CNG starting pressure _____ psi				CNG ending pressure _____ psi			

If items need repair, check below and describe.

PRE	POST	<input checked="" type="checkbox"/>	Amount Added	PRE	POST	<input checked="" type="checkbox"/>	Amount Added	PRE	POST	<input checked="" type="checkbox"/>	Amount Added
<input type="checkbox"/>	<input type="checkbox"/>		All gauges/gauge lights	<input type="checkbox"/>	<input type="checkbox"/>		City/Air Horn	<input type="checkbox"/>	<input type="checkbox"/>		Doors/latches
<input type="checkbox"/>	<input type="checkbox"/>		Low oil pressure	<input type="checkbox"/>	<input type="checkbox"/>		Windshield	<input type="checkbox"/>	<input type="checkbox"/>		Seat and seat belt
<input type="checkbox"/>	<input type="checkbox"/>		Low oil warning light/buzzer	<input type="checkbox"/>	<input type="checkbox"/>		Windshield wipers	<input type="checkbox"/>	<input type="checkbox"/>		Clutch
<input type="checkbox"/>	<input type="checkbox"/>		License/registration papers	<input type="checkbox"/>	<input type="checkbox"/>		Windshield/clean	<input type="checkbox"/>	<input type="checkbox"/>		Mirrors
<input type="checkbox"/>	<input type="checkbox"/>		Low air warning light/buzzer	<input type="checkbox"/>	<input type="checkbox"/>		Heat/defrost/AC	<input type="checkbox"/>	<input type="checkbox"/>		Radio

If items need repair, check below and describe.

PRE	POST	<input checked="" type="checkbox"/>	Amount Added	PRE	POST	<input checked="" type="checkbox"/>	Amount Added	PRE	POST	<input checked="" type="checkbox"/>	Amount Added
<input type="checkbox"/>	<input type="checkbox"/>		Reflective triangles	<input type="checkbox"/>	<input type="checkbox"/>		Fire extinguisher	<input type="checkbox"/>	<input type="checkbox"/>		Safety decals
<input type="checkbox"/>	<input type="checkbox"/>		Rear vision monitor	<input type="checkbox"/>	<input type="checkbox"/>		Camera/clean	<input type="checkbox"/>	<input type="checkbox"/>		Spill kits
<input type="checkbox"/>	<input type="checkbox"/>		Safety interlock switches	<input type="checkbox"/>	<input type="checkbox"/>		Safety devices	<input type="checkbox"/>	<input type="checkbox"/>		Horn/Alarm

If items need repair, check below and describe.

PRE	POST	<input checked="" type="checkbox"/>	Amount Added	PRE	POST	<input checked="" type="checkbox"/>	Amount Added	PRE	POST	<input checked="" type="checkbox"/>	Amount Added
<input type="checkbox"/>	<input type="checkbox"/>		Service brakes operational	<input type="checkbox"/>	<input type="checkbox"/>		Marker lights/clean	<input type="checkbox"/>	<input type="checkbox"/>		Cable/hooks
<input type="checkbox"/>	<input type="checkbox"/>		Parking brakes operational	<input type="checkbox"/>	<input type="checkbox"/>		Brake lights/clean	<input type="checkbox"/>	<input type="checkbox"/>		Automatic tarp/cover
<input type="checkbox"/>	<input type="checkbox"/>		Battery/Charging System	<input type="checkbox"/>	<input type="checkbox"/>		Turn signal/clean	<input type="checkbox"/>	<input type="checkbox"/>		Hydraulic System
<input type="checkbox"/>	<input type="checkbox"/>		Body damage	<input type="checkbox"/>	<input type="checkbox"/>		Suspension	<input type="checkbox"/>	<input type="checkbox"/>		Auto arm/tipper
<input type="checkbox"/>	<input type="checkbox"/>		Cab damage	<input type="checkbox"/>	<input type="checkbox"/>		Steering play	<input type="checkbox"/>	<input type="checkbox"/>		Tires/Wheels/Rims
<input type="checkbox"/>	<input type="checkbox"/>		Air System	<input type="checkbox"/>	<input type="checkbox"/>		Fuel tank/lines	<input type="checkbox"/>	<input type="checkbox"/>		Transmission/differential
<input type="checkbox"/>	<input type="checkbox"/>		Drain air tank	<input type="checkbox"/>	<input type="checkbox"/>		Exhaust	<input type="checkbox"/>	<input type="checkbox"/>		Driveline/felma
<input type="checkbox"/>	<input type="checkbox"/>		Air dryer	<input type="checkbox"/>	<input type="checkbox"/>		Engine	<input type="checkbox"/>	<input type="checkbox"/>		Radiator/cooling
<input type="checkbox"/>	<input type="checkbox"/>		Head lights/clean	<input type="checkbox"/>	<input type="checkbox"/>		Starter	<input type="checkbox"/>	<input type="checkbox"/>		Bucking Lights/Flood Lights
								Mud Flap			

PRE POST ☒
☐ No Defects - Vehicle Condition Satisfactory

TIRES
Indicate
tire
pressure
and any
defects.

☐ Above defects corrected.
☐ Above defects need not be corrected for the safe operation of vehicle

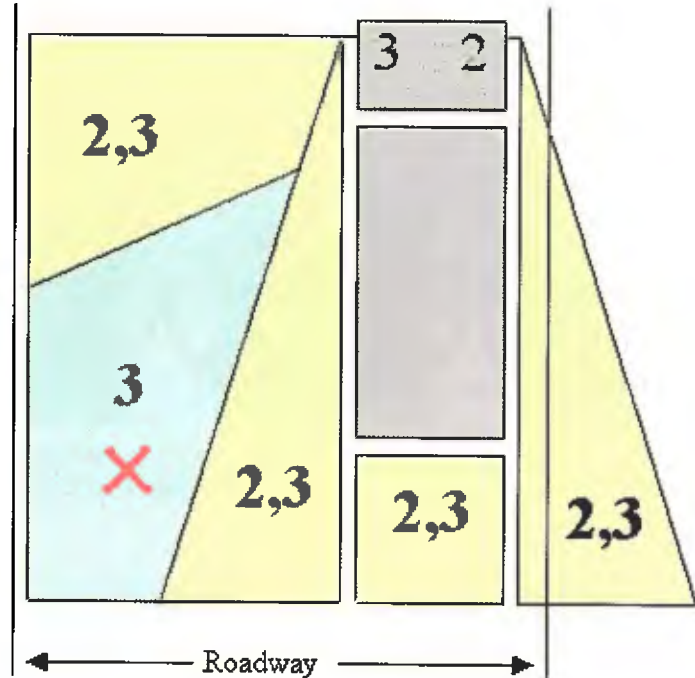
DRIVER'S SIGNATURE _____ DATE _____
MECHANIC'S SIGNATURE _____ DATE _____
DRIVER'S REVIEW SIGNATURE _____ DATE _____

Mechanic's Comments

Work Order No. _____

White Copy-Maintenance-Needs for 90 Days Yellow Copy-Owner

Left Turn Visibility



1. When servicing containers on a roadway your primary area of concern is on the left side of your truck. This area is "fluid", meaning constantly changing (cars, bikes, pedestrians, etc...). The area to the right is limited to more "fixed" objects. Additionally, the road area on the right is smaller and can be seen in your passenger side view mirror.
2. When driving from the right side your field of vision is limited to what you can see in your side view mirrors, camera and some limited vision to the left (2).
3. When driving from the left side your vision is expanded from your mirrors and camera to include the entire area along the left side of your truck (3).
4. When driving from the left, your blind spots on the left are eliminated when you turn your head to the left (X).

A properly trained helper is to use these Standard Hand Signals to assist the driver in backing the truck. The helper should be positioned approximately 35' behind the truck, normally on the side opposite the driver. The helper and the driver are to maintain eye contact throughout the backing maneuver. If eye contact is lost or if the helper disappears from the view of the driver, the truck must be stopped immediately.

BACKING UP

Back in a Straight Line



Actions: Both arms extended forward and slightly wider than the body, parallel to the ground. **Palms facing the direction of desired travel.** Together bend arms repeatedly toward the head and chest then extend.

MOVE FORWARD

To move forward in a Straight Line



Actions: Both arms extended out with palms facing forward. Keep hands above head; bring elbows forward as the distance narrows. As the elbows reach the straightforward position, continue the hands coming together above the head to indicate the stop point is being reached. Upon reaching the stop point, give the STOP signal.

BACK TO THE LEFT

Back and to move vehicle to the left



Actions: The direction arm is held extended from the side of the body, parallel to the ground, indicating the direction the vehicle or equipment is to travel. The motioning arm is extended in the opposite direction (palm upward) and repeatedly bent towards the head indicating the desired direction of travel.

BACK TO THE RIGHT

Back and to move vehicle to the right



STOP

Stop all movement of the vehicle and await further instructions



Actions: Cross arms at the wrists (forearms) above the head and hold in position until the vehicle stops moving



REPUBLIC
SERVICES

www.republicservices.com



***Policies and Procedures Manual ("PPM")
Drug- and Alcohol-Free Workplace***

1.	Purpose	2
2.	Applicability	2
3.	Policy Effective Date	2
4.	Policy Contact(s)	2
5.	General Policy	2
6.	Employee Responsibilities	2
7.	General Procedures and Controls	3
8.	Policies and Procedures Manual – Appendices	3

Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.

EXHIBIT NO. E6 RECEIVED ☒ REJECTED

28-EC-192859

CASE NO.

CASE NAME: Republic

NO. OF PAGES: 4 DATE: 2/21/17 REPORTER: TD



1. Purpose

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and subsidiaries ("Republic" or the "Company") approved policies and procedures regarding drug and alcohol use in the workplace.

2. Applicability

This policy applies to all Republic employees. If any provision of this policy conflicts with applicable state law and/or a collective bargaining agreement, the terms of the applicable state law and/or collective bargaining agreement supersede the conflicting provision in the policy.

3. Policy Effective Date

This policy is effective as of September 28, 2009.

As Company policies may be modified or updated from time to time, employees should always refer to the Company's Corporate website for the most current version of this policy.

4. Policy Contact(s)

Questions concerning this policy should be directed to:

Vice President, Safety and Environmental Compliance

5. General Policy

The Company is committed to preventing Alcohol and Illegal Drug use in the workplace. The Company has adopted this policy statement (the "Policy") and related detailed procedures (the "Procedures") to comply with this objective and with applicable laws governing substance abuse. The Company prohibits the purchase, manufacture, transportation, distribution, dispensation, possession, use or sale of Alcohol and Illegal Drugs by anyone while on Company premises or while performing or conducting Company business (subject to the very limited exceptions set forth in the Drug and Alcohol Free Workplace Procedures). This Policy prohibits employees from using Illegal Drugs at any time. The Company will employ a "**Zero Tolerance**" approach to anyone who tests positive for Illegal Drugs and/or Alcohol. Employees should refer to the **Drug and Alcohol Free Workplace Procedures** (see Appendix A.1) for a detailed description of prohibited conduct.

6. Employee Responsibilities

A. Employees

- 1) All employees must adhere to this Policy and related Procedures and must submit to any requested substance testing subject to applicable state laws and/or collective bargaining agreements.
- 2) Employees are required to abide by the provisions set forth in this policy and all other relevant Company policies. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.



- 3) All employees are required to read and sign the **Drug and Alcohol Free Workplace Policy and Procedures Acknowledgement** (see Appendix A.2) to acknowledge their receipt and understanding of the Policy. This Acknowledgement includes authorization for Republic to release test results and related information to State Worker's Compensation Boards, the State Unemployment Compensation Commissions and/or relevant government agencies and/or as required by law.

7. General Procedures and Controls

- A. Republic Services reserves the right to require all employees to submit to substance screening in accord with all applicable federal, state and local laws. See Appendix A.1, **Drug and Alcohol Free Workplace Procedures**.

8. Policies and Procedures Manual – Appendices

Note: The links listed below will be activated only after final approval of each document. Until such approval, please refer to your current policy, procedure, guideline, etc.

A. Related Documents

- 1) **Drug and Alcohol Free Workplace Procedures**
- 2) **Drug and Alcohol Free Workplace Policy and Procedures Acknowledgement**
- 3) **State Law Supplement to Drug and Alcohol Free Workplace Procedures**



WOTC Instructions/Fax Cover Sheet

This employer is participating in the Work Opportunity Tax Credit (WOTC) program. All information you provide will be kept confidential and will not affect your job, wages or taxes in any way.

Before The Call:

1. Please have your WOTC Forms available.
2. Call toll-free +1 800 524 4414. You will be prompted to provide some basic information during the brief survey.

After The Call:

Complete the section below as instructed by the EY representative.

Your name: _____

Confirmation number: _____

Retain your confirmation number

Circle A or B



Eligible

Supporting documents

- ☐ No forms needed
- ☐ Form 8850
- ☐ Release notice
- ☐ W-4 (if included in form set)
- ☐ Other supporting documents as requested

Hiring Manager: Immediately provide any requested documents to EY using one of the methods below.



Not eligible

- ☐ No further action necessary

Tips for Faxing:

- ▶ If it is a copy of driver's license, enlarge the document before faxing
- ▶ Copy on a lighter setting
- ▶ Review the copy to ensure it is a good copy before faxing
- ▶ Always add the employee social security number or confirmation number to the copy

Fax or Mail to:

Fax # +1 800 929 0989

Note: Protect personal information. If faxing, **Always** use this page as the fax cover sheet.

EY

Attn: WOTC Processing Center

P.O. Box 226896

Dallas, TX 75222

For assistance, call +1 800 524 4414



Building a better
working world

EXHIBIT NO. E7 RECEIVED ☒ REJECTED
28-PC-192859
CASE NO. CASE NAME: Republic
NO. OF PAGES: 68 DATE: 4/21/17 REPORTER: TR

Form **8850**
(Rev. March 2015)
Department of the Treasury
Internal Revenue Service

Pre-Screening Notice and Certification Request for the Work Opportunity Credit

OMB No. 1545-1500

Information about Form 8850 and its separate instructions is at www.irs.gov/form8850.**Job applicant: Fill in the lines below and check any boxes that apply. Complete only this side.**

Your name _____ Social security number _____

Street address where you live _____

City or town, state, and ZIP code _____

County _____ Telephone number _____

If you are under age 40, enter your date of birth (month, day, year) _____

- 1 ☐ Check here if you received a conditional certification from the state workforce agency (SWA) or a participating local agency for the work opportunity credit.
- 2 ☐ Check here if **any** of the following statements apply to you.
- I am a member of a family that has received assistance from Temporary Assistance for Needy Families (TANF) for any 9 months during the past 16 months.
 - I am a veteran and a member of a family that received Supplemental Nutrition Assistance Program (SNAP) benefits (food stamps) for at least a 3-month period during the past 15 months.
 - I was referred here by a rehabilitation agency approved by the state, an employment network under the Ticket to Work program, or the Department of Veterans Affairs.
 - I am at least age 18 but **not** age 40 or older and I am a member of a family that:
 - a. Received SNAP benefits (food stamps) for the past 6 months; or
 - b. Received SNAP benefits (food stamps) for at least 3 of the past 5 months, but is no longer eligible to receive them.
 - During the past year, I was convicted of a felony or released from prison for a felony.
 - I received supplemental security income (SSI) benefits for any month ending during the past 60 days.
 - I am a veteran and I was unemployed for a period or periods totaling at least 4 weeks but less than 6 months during the past year.
- 3 ☐ Check here if you are a veteran and you were unemployed for a period or periods totaling at least 6 months during the past year.
- 4 ☐ Check here if you are a veteran entitled to compensation for a service-connected disability and you were discharged or released from active duty in the U.S. Armed Forces during the past year.
- 5 ☐ Check here if you are a veteran entitled to compensation for a service-connected disability and you were unemployed for a period or periods totaling at least 6 months during the past year.
- 6 ☐ Check here if you are a member of a family that:
- Received TANF payments for at least the past 18 months; or
 - Received TANF payments for any 18 months beginning after August 5, 1997, and the earliest 18-month period beginning after August 5, 1997, ended during the past 2 years; or
 - Stopped being eligible for TANF payments during the past 2 years because federal or state law limited the maximum time those payments could be made.

Signature—All Applicants Must Sign

Under penalties or perjury, I declare that I gave the above information to the employer on or before the day I was offered a job, and it is, to the best of my knowledge, true, correct, and complete.

Job applicant's signature _____

Date _____

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 22851L

Form **8850** (Rev. 3-2015)

Release Notice

COMPANY NAME _____

217

I hereby authorize the Department of Social Services, Social Security Administration for Supplemental Security Income, Military Records, Vocational Rehabilitation, Department of Defense, National Guard, Department of Motor Vehicles, Veterans Administration, Superior Court of California, California Employment Development Department, Tribal Governments, Department of Corrections or Probation and/or Parole to provide the verification of information requested by EY or State Workforce Agencies (SWA) and release of information to those entities as requested. This information will be used for the sole purpose of determining my eligibility, qualification and participation in Federal and State Tax Credits, including the Work Opportunity Tax Credit Program. **Please note that depending on your eligibility all fields may not apply to you. Please complete your Name, Social Security Number and Signature at the minimum.**

Name		Social Security Number
Please complete the following fields if applicable:		
Name of Main Recipient (Or Former Recipient), Who Received or is Receiving the TANF/AFDC or Food Stamps		
Name of Case Worker/Vocational Counselor/Correctional Officer		Telephone Number of Case Worker/Vocational Counselor/Correctional Officer
Agency Name and Address		
Agency City, State, Zip		Case Number
City and County Where Benefits Received		State Where Benefits Received
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married		If single, will you be claimed on your parent's tax return this year? <input type="checkbox"/> Yes <input type="checkbox"/> No
How many family members (include yourself, spouse and dependent children only) are living in household at time of hire?		Other than yourself, did any family members have income 3 months prior to your hire? <input type="checkbox"/> Yes <input type="checkbox"/> No
Most Recent Employer Company Name:	Last Day Worked: / /	Reason for Leaving
Signature		Date

Mail or Fax to EY

WOTC Processing Center

P.O. Box 226896

Dallas, TX 75222

Fax: +1 800 929 0989

217

The W-4 form below is used for documentation purposes for the Work Opportunity Tax Credit program only. Completing this W-4 will not affect your job, wages or taxes. Thank you for your participation.

W-4 Form Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate ► Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		OMB No. 1545-0074 2015	
1 Your first name and middle initial		Last name		2 Your social security number	
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married but withhold at higher Single rate Note: If married but legally separated or spouse is a nonresident alien, check the "Single" box.			
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1.800.772.1213 for a replacement card. ► <input type="checkbox"/>			
5 Total number of allowances you are claiming (from line 4 above or from the applicable worksheet on page 2)		5		6	
6 Additional amount, if any, you want withheld from each paycheck		6		S	
7 I claim exemption from withholding for 2015, and I certify that I meet both of the following conditions for exemption: - Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and - This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here. ► 7					
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.					
Employee's signature					
(This form is not valid unless you sign it.) ►					
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Check box (optional)		10 Employer identification number (EIN)	
For Privacy Act and Paperwork Reduction Act Notice, see page 2.					
Cat No. 102200		Form W-4 (2015)			

Mail or Fax to EY

WOTC Processing Center

P.O. Box 226896

Dallas, TX 75222

Fax: +1 800 929 0989

217

Date of Birth: / /

Form W-4 (2017)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2017 expires February 15, 2018. See Pub. 505, Tax Withholding and Estimated Tax.

Note: If another person can claim you as a dependent on his or her tax return, you can't claim exemption from withholding if your total income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income, tax credits, or itemized deductions, on his or her tax return.

The exceptions don't apply to supplemental wages greater than \$1,000,000.

Basic instructions. If you aren't exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2017. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/w-4.

Personal Allowances Worksheet (Keep for your records.)

<p>A Enter "1" for yourself if no one else can claim you as a dependent</p> <p>B Enter "1" if: • You're single and have only one job; or • You're married, have only one job, and your spouse doesn't work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</p> <p>C Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.)</p> <p>D Enter number of dependents (other than your spouse or yourself) you will claim on your tax return</p> <p>E Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above)</p> <p>F Enter "1" if you have at least \$2,000 of child or dependent care expenses for which you plan to claim a credit</p> <p>(Note: Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)</p> <p>G Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$70,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children. • If your total income will be between \$70,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child.</p> <p>H Add lines A through G and enter total here. (Note: This may be different from the number of exemptions you claim on your tax return.) ▶</p>	<p>A _____</p> <p>B _____</p> <p>C _____</p> <p>D _____</p> <p>E _____</p> <p>F _____</p> <p>G _____</p> <p>H _____</p>
--	---

For accuracy, complete all worksheets that apply.

- If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

Separate here and give Form W-4 to your employer. Keep the top part for your records.

<p>Form W-4 Department of the Treasury Internal Revenue Service</p>	<p>Employee's Withholding Allowance Certificate</p> <p>▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	<p>OMB No. 1545-0074</p> <p>2017</p>
<p>1 Your first name and middle initial _____ Last name _____</p>		<p>2 Your social security number _____</p>
<p>Home address (number and street or rural route) _____</p>		<p>3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.</p>
<p>City or town, state, and ZIP code _____</p>		<p>4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ <input type="checkbox"/></p>
<p>5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2) _____</p>		<p>5 _____</p>
<p>6 Additional amount, if any, you want withheld from each paycheck _____</p>		<p>6 \$ _____</p>
<p>7 I claim exemption from withholding for 2017, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here. ▶</p>		<p>7 <input type="checkbox"/></p>
<p>Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.</p>		
<p>Employee's signature (This form is not valid unless you sign it.) ▶ _____</p>		<p>Date ▶ _____</p>
<p>8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) _____</p>		<p>9 Office code (optional) _____ 10 Employer identification number (EIN) _____</p>

Deductions and Adjustments Worksheet**Note:** Use this worksheet only if you plan to itemize deductions or claim certain credits or adjustments to income.

1	Enter an estimate of your 2017 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% of your income, and miscellaneous deductions. For 2017, you may have to reduce your itemized deductions if your income is over \$313,800 and you're married filing jointly or you're a qualifying widow(er); \$287,650 if you're head of household; \$261,500 if you're single, not head of household and not a qualifying widow(er); or \$156,900 if you're married filing separately. See Pub. 505 for details.	1	\$	
2	Enter: $\left\{ \begin{array}{l} \$12,700 \text{ if married filing jointly or qualifying widow(er)} \\ \$9,350 \text{ if head of household} \\ \$6,350 \text{ if single or married filing separately} \end{array} \right\}$	2	\$	
3	Subtract line 2 from line 1. If zero or less, enter "-0-"	3	\$	
4	Enter an estimate of your 2017 adjustments to income and any additional standard deduction (see Pub. 505)	4	\$	
5	Add lines 3 and 4 and enter the total. (Include any amount for credits from the <i>Converting Credits to Withholding Allowances for 2017 Form W-4</i> worksheet in Pub. 505.)	5	\$	
6	Enter an estimate of your 2017 nonwage income (such as dividends or interest)	6	\$	
7	Subtract line 6 from line 5. If zero or less, enter "-0-"	7	\$	
8	Divide the amount on line 7 by \$4,050 and enter the result here. Drop any fraction	8		
9	Enter the number from the Personal Allowances Worksheet , line H, page 1	9		
10	Add lines 8 and 9 and enter the total here. If you plan to use the Two-Earners/Multiple Jobs Worksheet , also enter this total on line 1 below. Otherwise, stop here and enter this total on Form W-4, line 5, page 1	10		

Two-Earners/Multiple Jobs Worksheet (See Two earners or multiple jobs on page 1.)**Note:** Use this worksheet only if the instructions under line H on page 1 direct you here.

1	Enter the number from line H, page 1 (or from line 10 above if you used the Deductions and Adjustments Worksheet)	1	
2	Find the number in Table 1 below that applies to the LOWEST paying job and enter it here. However, if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than "3"	2	
3	If line 1 is more than or equal to line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. Do not use the rest of this worksheet	3	

Note: If line 1 is less than line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.

4	Enter the number from line 2 of this worksheet	4	
5	Enter the number from line 1 of this worksheet	5	
6	Subtract line 5 from line 4	6	
7	Find the amount in Table 2 below that applies to the HIGHEST paying job and enter it here	7	\$
8	Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed	8	\$
9	Divide line 8 by the number of pay periods remaining in 2017. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2017. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck	9	\$

Table 1**Table 2**

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$7,000	0	\$0 - \$8,000	0	\$0 - \$75,000	\$610	\$0 - \$38,000	\$610
7,001 - 14,000	1	8,001 - 16,000	1	75,001 - 135,000	1,010	38,001 - 85,000	1,010
14,001 - 22,000	2	16,001 - 26,000	2	135,001 - 205,000	1,130	85,001 - 185,000	1,130
22,001 - 27,000	3	26,001 - 34,000	3	205,001 - 360,000	1,340	185,001 - 400,000	1,340
27,001 - 35,000	4	34,001 - 44,000	4	360,001 - 405,000	1,420	400,001 and over	1,600
35,001 - 44,000	5	44,001 - 70,000	5				
44,001 - 55,000	6	70,001 - 85,000	6				
55,001 - 65,000	7	85,001 - 110,000	7				
65,001 - 75,000	8	110,001 - 125,000	8				
75,001 - 80,000	9	125,001 - 140,000	9				
80,001 - 95,000	10	140,001 and over	10				
95,001 - 115,000	11						
115,001 - 130,000	12						
130,001 - 140,000	13						
140,001 - 150,000	14						
150,001 and over	15						

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



Acknowledgement of Receipt and Review of Republic Services Policies

By signing below, I _____, acknowledge I received a copy of the below policies. In addition, I agree that I had the opportunity to review and get clarification on the policies and understand the expectations set forth by the policies.

- _____ **At-Will Employment Policy (HRS-106)**
- _____ **Introductory Employment Period Acknowledgement Form**
- _____ **Employee Identification Cards**
- _____ **Reporting Absences or Tardy Arrival**
- _____ **Attendance Policy**
- _____ **PTO Policy**
- _____ **Republic Services of Southern Nevada Dress Code Policy**
- _____ **Cellular Phone Use/Cell Phone Policy**
- _____ **Personal Telephone Calls, Mail and Visitors**
- _____ **Authorization For Taking And Use of Photographs**
- _____ **Social Media Policy (HRS-111)**
- _____ **Corporate IT Policy (ITD-101)**
- _____ **Nevada Workplace Safety: Your Rights and Responsibilities**
- _____ **Hard Hat Policy**
- _____ **Reporting an Occupational Injury / Illness Acknowledgement Form**
- _____ **Occupational Injury / Illness Report**
- _____ **Facts about Hepatitis B and Offer of Hepatitis B Vaccination**
- _____ **Drug and Alcohol-Free Workplace Policy (SFT-101)**
- _____ **Drug and Alcohol-Free Workplace and Procedures Acknowledgement**

Acknowledgement:

Employee

Date

Company Representative

Date



Policy No.: HRS-106
Initial Release Date: 11/04/2009
Revision Date: N/A

***Policies and Procedures Manual ("PPM")
Employment At-Will and Separation from Employment***

1.	Purpose	2
2.	Applicability	2
3.	Policy Effective Date	2
4.	Policy Contact(s)	2
5.	General Policy	2
6.	Employee Responsibilities	2
7.	General Procedures and Controls	3
8.	Policies and Procedures Manual – Appendices	5

Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.



Policy No.: HRS-106

Initial Release Date: 11/04/2009

Revision Date: N/A

1. Purpose

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and its subsidiaries ("Republic" or the "Company") policies and procedures for employment at-will and employee separation from employment.

2. Applicability

This policy applies to all employees.

3. Policy Effective Date

This policy is effective as of November 4, 2009.

Company policies are modified or updated from time to time. Employees should therefore always refer to the Company's Corporate website for the most current version of the policy.

4. Policy Contact(s)

Please direct questions about this policy to:

Area/Corporate Human Resources Manager

Or

Region Vice President of Human Resources

5. General Policy

Republic's policy is that employment with the Company is on an at-will basis which means that either the employee or the Company may end the employment relationship at any time for any reason, with or without cause or notice. All individuals are employed at-will unless they are subject to a written agreement signed by an appropriate official of the Company that expressly modifies the at-will relationship. This policy may not be modified by any statements, employee handbooks, employment applications, recruiting materials, policies or memoranda or other materials that may be provided to employees or candidates for employment. None of these documents, either individually or in combination with others, create an express or implied contract concerning any term or condition of employment.

It is also the Company's policy that if, the employment relationship with an employee ends, the employee's departure is processed professionally and respectfully.

6. Employee Responsibilities

A. Employees

- 1) Employees must comply with this policy and all other relevant Company policies. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

B. Supervisory and Management Personnel



Policy No.: HRS-106

Initial Release Date: 11/04/2009

Revision Date: N/A

- 1) Supervisory and Management Personnel shall:
 - A. Approve any agreements that modify the at-will employment relationship in accordance with the Levels of Authority Policy (see Appendix A.4).
 - B. Review and approve all involuntary terminations.
 - C. Conduct exit interviews with employees who are voluntarily separating from the Company.
- C. Corporate Human Resources or the Region Human Resources Vice President
 - 1) Corporate Human Resources or the Region Human Resources Vice President, as appropriate, shall:
 - A. Together with the Legal Department, review and approve all proposed work force reductions.
- D. Legal Department
 - 1) The Legal Department shall:
 - A. Review and approve all agreements that modify the at-will employment relationship.
 - B. Review proposed involuntary employee termination decisions as requested by the Human Resources Department or management.
 - C. Together with Corporate Human Resources or the Region Human Resources Vice President, review and approve proposed workforce reductions.

7. General Procedures and Controls

A. Employment At-Will

- 1) The Company employs all individuals on an at-will basis unless they are subject to a written agreement signed by an appropriate official of the Company that expressly modifies the at-will relationship.
- 2) All individuals employed on an at-will basis must sign the Employment At-Will Acknowledgment Form (see Appendix A.1) that can be found in the New Employee Orientation Packet (see Appendix A.5).
- 3) Supervisory and Management personnel may not make any representations, oral or written, to employees or candidates for employment that are inconsistent with this policy. No such statements, made either during the application process or the period of employment with the Company, may alter the at-will relationship.
- 4) Only those Managers with approval authority set forth in the Levels of Authority Policy may approve agreements that modify the at-will employment relationship.
- 5) The Legal Department must review and approve all such agreements prior to obtaining the final approvals as set forth in the Levels of Authority.
- 6) An employee's completion of an introductory or probationary period does not change the at-will nature of the employment relationship.

B. Employee Voluntary Separation

- 1) Employees who wish to resign should provide the Company with two weeks notice prior to the intended date of resignation.

C. Employee Involuntary Separation



Policy No.: HRS-106

Initial Release Date: 11/04/2009

Revision Date: N/A

- 1) The appropriate Corporate Human Resources Manager or the Region Human Resources Vice President must review and approve all proposed workforce reductions prior to implementation.
- 2) The Supervisor or Manager of the employee whose employment will be terminated must review the proposed termination with appropriate Human Resources Manager prior to initiating a termination. In addition, the Legal Department must review all proposed involuntary terminations as requested by the Human Resources Department or Management, prior to the Supervisor or Manager initiating a termination. Finally, the next level Manager must approve the termination.
- 3) The Human Resources Department must provide the Legal Department reasonable advance notice of an involuntary termination of the following employees: all employees at a Vice President level or higher, Area Presidents, Environmental Managers, General Managers, Internal Audit personnel, and any employee whose employment is governed by an employment agreement. The reasonable advance notice must be given to the Legal Department prior to communicating with the employee about his or her employment termination and must provide the Legal Department sufficient time to communicate with management regarding the termination and take other steps as necessary. This advance notice requirement does not apply to employees whose employment is governed by a collective bargaining agreement.

D. Prohibition Against Discrimination

- 1) All decisions made by the Company to end the employment relationship will be made without regard to an employee's race, color, religion, sex, sexual orientation, national origin, age, disability, veteran status or any other classification protected by law. For additional information see the Non-Discrimination and Equal Employment Opportunity Policy (see Appendix A.6).

E. Final Pay and Benefits

- 1) Upon separation from employment, employees will receive their final pay in accordance with applicable law. The Company also will pay all accrued, vested benefits due and payable upon termination of employment. The Company will distribute any other accrued benefits, such as retirement or savings plans pursuant to the terms of those plans.

F. Consolidated Omnibus Benefits Reconciliations Act ("COBRA")

- 1) Employees who are eligible for continued benefits under the COBRA will receive notification of their COBRA rights in the mail following their separation from employment. Employees should leave a forwarding address with the Company to ensure receipt of COBRA and other necessary information (such as W-2 forms).

G. Exit Interviews

- 1) The General Manager, Department Head or Human Resources, as appropriate, should conduct exit interviews in person or by mail or telephone with employees who are voluntarily separating from employment with the Company. The exit interview should be confirmed in writing using the Exit Interview Form (see Appendix A.3) and Exit Interview Checklist (see Appendix A.2).

H. References

- 1) Employees are prohibited from providing verbal or written recommendations or references to prospective employers regarding current or former employees.
- 2) Employees must direct all requests for references to The Work Number (1-800-367-2884). The Work Number is an automated service that provides instant employment and income verification. This accurate, confidential service is used when applying for a



Policy No.: HRS-106

Initial Release Date: 11/04/2009

Revision Date: N/A

mortgage or loan, for social service agencies, reference checking, leasing and apartment, or any other instance where proof of employment or income is needed.

8. Policies and Procedures Manual – Appendices

Note: The links listed below will be activated only after final approval of each document. Until such approval, please refer to your legacy policy, procedure, guideline, etc.

A. Related Documents

- 1) [Employment At-Will Acknowledgement Form](#)
- 2) [Exit Interview Checklist](#)
- 3) [Exit Interview Form](#)
- 4) [Levels of Authority Policy](#)
- 5) [New Employee Orientation Packet](#)
- 6) [Non Discrimination and Equal Employment Opportunity Policy](#)

B. Definitions

- 1) **Employment at-will** – Employment at-will means that either the employee or the Company may end the employment relationship at any time, for any reason or no reason, with or without cause or notice.
- 2) **The Work Number** – The Work Number is an automated service that provides instant employment and income verification. This accurate, confidential service is used when applying for a mortgage or loan, for social service agencies, reference checking, leasing and apartment, or any other instance where proof of employment or income is needed.



INTRODUCTORY EMPLOYMENT PERIOD ACKNOWLEDGEMENT FORM

Please sign and date the following statement acknowledging you have read the Introduction Employment Period Policy. A copy of this acknowledgement will become part of your employment file.

Every new employee is considered to be serving an introductory employment period for 90 calendar days after the date of hire. During this time, dismissal may occur without being governed by the employee disciplinary procedure. During the introductory employment period, the supervisor/manager will review the new employee's quality and quantity of work, attendance and punctuality, and make assessment of the person's suitability for the job he or she has been hired to perform.

All new and rehired employees for an established position will serve an introductory employment period, and during the introductory period, may be dismissed at any time if it is determined that they are not suited for the work required. Should an employee fail to complete the introductory employment period successfully, he or she will be released.

I understand that I am employed subject to a 90-calendar day introductory employment period.

EMPLOYEE NAME (Please print)

DATE

SIGNATURE



EMPLOYEE IDENTIFICATION CARDS

Effective immediately, you are responsible for the employee identification card being assigned to you. This card will serve for the following purposes:

1. Employee Identification
2. To Clock In
3. To Clock Out

You are required to have this card in order to work. If you do not have your card with you, you will not be permitted to work, and normal disciplinary rules will apply (unprepared for assigned duties).

If lost, you must contact your Supervisor or the Human Resources Manager in order to get a replacement card.

Print Name

Date

Employee Signature



ABSENCES OR TARDY

An *absence* is defined as a failure to report to work for any scheduled work shift. *Tardiness* is defined as not being at your workstation ready to perform your job duties at your scheduled start time. Excessive absenteeism or tardiness may result in termination of your employment. Your supervisor, at his or her discretion, may require a doctor's release before allowing you to return to work.

If you are going to be absent from work, it is important that you call the Call-In line **at least one hour prior to your scheduled starting time**, or you may be subject to disciplinary action.

When reporting an absence on the Call-In Line, you must leave the following information:

- Your full Name
- Your employee number
- Location/Department
- The reason you are unable to report to work

CALL IN LINE NUMBERS

Sahara	702-599-5558
Stations (Cheyenne, Henderson and Apex)	702-734-5499
Recycle (Gowan)	702-599-5888

If you are absent for a period of three (3) consecutive working days without contacting or obtaining the approval of your immediate supervisor, the Company will terminate your employment due to job abandonment. Job abandonment is a form of voluntary resignation.

Print Name

Date

Employee Signature

Las Vegas Area Attendance Policy
Applies to: Business Units/Divisions; Non-Exempt Employees

Effective Date: January 1, 2013
Revised January 15, 2017 (replaces all previous versions)

Objective

It is the policy of Republic Services to maintain a workplace where all employees are safe and enjoy their work, while at the same time providing a service to our customers in a competitive, productive and efficient manner. We recognize that even the most dedicated employee will occasionally be absent from work, but we ask employees to recognize that the Company, your co-workers and, most importantly, our customers, depend on you to be here to do your work. You are expected to give reasonable notice if you are going to be absent or tardy.

Attendance Expectations

- Clock in/at/or prior to your shift start time. Clock in no more than five (5) minutes prior to scheduled shift
- Be at your work station per your scheduled shift time and be ready to work
- Follow notification procedures providing at least a minimum of 1 hour advance notice
- Return from scheduled breaks on time
- Clock in/out for lunch breaks for at least 30 minutes, but not to exceed allotted scheduled break period by more than five minutes.
- As per the time off policy, please request vacation with your manager/supervisor at least 1 week in advance. Management has the right to approve or deny vacation requests based on business needs. Please schedule PTO and leave of absence time with as much advance notice as possible.

Notification Procedures

If you are going to be absent from work without prior advance notification, you must call the call-in line (see below) a minimum of 1 hour prior to start of your shift. You must call the call-in line every day that you will be absent. Only exception to this procedure will be for notification of consecutive sick days when a specific return date is communicated during the initial call. If you are going to be tardy, you need to call as soon as you can prior to your shift time.

Henderson, Cheyenne, Apex Callin Line: 702-734-5499

Recycle Callin Line: 702-599-5888

Sahara Callin Line: 702-599-5558

Absences

An absence is defined as any day you do not report for work. You will not receive an absence if you are out for prior advance approved vacation, PTO, FMLA, jury duty, or bereavement leave as defined by company policy.

- A. Consecutive Sick Days – If you are absent from work for up to three (3) consecutive work days due to your own illness or the illness of an immediate family member, as defined by company policy, the consecutive days will count as one (1) absence providing you provide medical certification of the illness. Absences beyond three (3) days will be recorded as one absence per day unless you qualify for FMLA or General Leave.

B. Late-Call/No Call/No Show/ Job Abandonment –

- Failing to notify a supervisor of an absence less than one (1) hour prior to the start of your scheduled shift is considered “Late Call.” Late calls will be handled as a job performance issue if it becomes excessive.
- If you do not call the call-in line prior to the start of your shift or within 4 hours after shift start, it is considered a No Call No Show. If an employee has a No Call No Show, the first disciplinary step is a Written Warning. Subsequent No Call No Shows within a 6-month rolling time frame will follow progressive discipline, up to and including termination.
- If you are absent three (3) consecutive days without notifying the supervisor and/or calling the call-in line of the absence, you will be considered to have voluntarily resigned, absent extraordinary circumstances.
- Walking off the Job – if you leave work before the end of your scheduled shift (including assigned/agreed upon overtime) without notifying and receiving approval from your immediate supervisor or manager, you may be considered to have voluntarily resigned, depending on the specific circumstances.

Partial Absence

A Partial Absence is defined as any day you report for work and do not work your entire scheduled shift. You will not receive an absence if you are out for prior approved vacation, PTO, FMLA, jury duty, or bereavement leave as defined by company policy. This will count as half an occurrence.

Partial Absence results when you are tardy, leave early or miss time during your shift; in all instances not working your full scheduled shift resulting in a Partial Absence.

- A. Tardy – you are considered tardy if you clock in any time after your scheduled start time.
- B. Leave Early – you are considered to have left early any time you leave work prior to the end of your scheduled shift.
- C. Missed Time – if you receive management approval in advance to leave during your shift, arrive late or leave early to attend an approved, scheduled appointment and provide documentation that you attended the appointment, you will not be considered to have worked a partial shift. If the missed time is not approved in advance and/or proper documentation is not provided upon returning to work or during the next scheduled work day, the missed time will be considered a partial absence.

Discipline for Absences

While full and partial day absences will be combined and remain “live” for a rolling 6-month period, if you have re-occurring or abusive attendance issues, the company will review absences for longer than 6 months.

If an employee is a No Call No Show for a day, it will go right to a Written Warning for the first No Call No show in a 6-month period. Any subsequent No Call No Shows in the 6-month timeframe will be subject to progressive discipline.

Occurrences will be counted regardless if PTO time is used. This is for unexcused absences. If PTO is approved in advance, the attendance discipline policy does not apply.

Excessive absenteeism or failure to follow proper notification procedures will result in discipline up to and including termination of employment.

Effective 1/15/17

Examples of attendance occurrence calculations are below. Full day and partial day absences are combined. This is based on a rolling 6-month time frame.

<u>Number of Occurrences</u> <u>1 occurrence for a full absence</u> <u>½ occurrence for partial absence</u>	<u>Step</u>	<u>Examples:</u>
6 Occurrences	Counseling Session	5 absences plus 2 tardies
8 Occurrences	Verbal Written Warning	6 absences plus 4 unapproved leave earlies
9 Occurrences	Written Warning	6 absences plus 2 tardies and 4 unapproved leave earlies Or No Call No Show
10 Occurrences	Final Written Warning with 1-day suspension	8 absences plus 4 tardies
11 Occurrences	Termination	11 absences

Acknowledgment of Attendance Policy: I have received, read and understand the content, requirements and expectations of the Republic Services Las Vegas Attendance Policy. I agree to abide by the policy guidelines during my employment with the Company. I understand that if I have questions, at any time, regarding the attendance policy, I will consult with my immediate supervisor, HR or another member of management.

Employee Printed Name: _____

Employee Signature: _____

Date Signed: _____



Paid Time off (PTO): Vacation, Holiday, Paid Absence Time Policy
Field Locations - Area Offices, Business Units, Divisions: Hourly-Paid/Incentive-Paid Employees
(Overtime not included)

Effective Date: January 1, 2013

Revised January 1, 2014

Objective

This policy applies to all regular, full time and part time Hourly-Paid and Incentive-Paid employees (working 30 or more hours per week) of the Company, located at a Field division or location. This policy shall apply unless explicitly superseded by another PTO policy. Temporary employees are not eligible for paid time off unless otherwise required by applicable law.

A. VACATION

The Company provides paid vacation time to employees so they can take time away from work to relax and enjoy their personal interests. The amount of vacation an employee is eligible to earn depends upon his/her length of service with the Company.

A.1: Vacation During First Year of Employment: The year in which an employee is hired will be considered his/her first *calendar year of employment*. During the first calendar year of employment, an employee may earn the following number of vacation days based upon the month in which he/she was hired.

Month Hired	Possible Days Earned
January – February	5 Days (40 hours)
March – April	4 Days (32 hours)
May – June	3 Days (24 hours)
July – August	2 Days (16 hours)
September	1 Day (8 hours)
October – December	None

A.2: Vacation During Later Years of Employment: An employee earns vacation days each full month of active service, based on his/her years of service. Beginning with the second calendar year of employment (beginning 1/1 of the calendar year following date of hire) the amount of possible earned vacation is shown in the table below:

Calendar Year	Days Earned Per Year	Days Earned Per Month
2 - 4 Years	10 days (80 hours)	.833 days/month
5 – 9 Years	15 days (120 hours)	1.25 days/month
10 + Years	20 days (160 hours)	1.66 days/month

Employees earn vacation for each full month worked, beginning each January 1. Employees may take vacation throughout the year based on their annual allowance. Employees may not borrow vacation time from the following year.

A.3: Waiting Period: Employees will be eligible to take vacation following 90 days from their date of hire.

A.4 Eligibility for scheduling vacation: Employee must be full-time active Employees, report to work and work at least one (1) week (40 hours) in the new current calendar year to be eligible for and to schedule vacation.

A.5: Vacation Rate of Pay: Vacation pay is based on the employee's regular base hourly wage (excluding overtime, bonus and sales commissions).



A.6: Vacation Must Be Scheduled With Management: In order to ensure that our operations run effectively, employees are required to provide management with at least one week notice of a requested vacation. Management reserves the right to approve or deny vacation requests based on the business requirements. Scheduling of vacation time must take place between January 1st and December 31st of each vacation year. Once an Employee starts a scheduled vacation, it cannot be unscheduled by the Employee to allow the use of jury duty, illness, paid absence time use, etc.

A.7: Minimum Increment of Vacation Time: Vacation time must be taken in no less than eight (8) hour increments.

A.8: Vacation Time Not Considered Work Time: Vacation time is not considered time worked for purposes of calculating overtime.

A.9: Prior Service In Acquired Company is Recognized: The full period of continuous service with a Company acquired by Republic Services will count towards the service requirements under this policy.

A.10: Break In Service: If an employee has a break in service 12 months or longer, service for vacation purposes will be calculated from his/her rehire date.

A.11: Vacation Pay at Termination of Employment: When an employee terminates employment (either voluntarily or involuntarily), he/she will be paid for any earned, unused vacation time through his/her termination date. Any unearned vacation used by and paid to an employee prior to leaving the company will be deducted from their final paycheck to the extent allowed by law.

A.12: Vacation Accrual During Leave of Absence: An employee on leave of absence (FMLA, non-FMLA, Worker's Comp, Military, disability, etc.) for more than 12 consecutive weeks will no longer earn vacation time until he/she returns to work.

A.13: Vacation Carryover: Employees will be allowed to carry over up to five (5) days maximum of earned, unused vacation time. No more than 5 days may be carried over for all years combined. Vacation carryover must be approved by the employee's immediate supervisor.

A.14: Selling Back Vacation: Employees will be allowed to sell back up to five (5) days maximum of earned, unused vacation time. Employees that sell back vacation agree they will receive 40 hours of vacation pay in lieu of time off. Vacation sold back will be taxed at the current federal supplemental tax rate. Vacation sell back will be available at a designated time at the end of the calendar year and must be approved by the employee's immediate supervisor.

B. HOLIDAYS

The Company believes that employees should have the opportunity to spend time away from work on holidays. We are a route-based business that must support our customers every day. As such the formal holidays observed are:

1. New Year's Day
2. Memorial Day
3. July 4th (Independence Day)
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

B.1: Waiting Period: Employees will be eligible to receive holiday pay following 90 days from their date of hire.

B.2: Must Work Other Scheduled Days in Week: To qualify for holiday pay, hourly-paid and incentive-paid employees must work their full shift on their first scheduled workday preceding the holiday and their first scheduled workday following the holiday and on the holiday if scheduled, in order to receive holiday pay. Scheduled/Approved vacation, jury duty and bereavement days are not considered scheduled workdays prior to or after the holiday.



B.3: Holiday Rate of Pay: Holiday pay is based on the employee's regular base hourly wage (excluding overtime, bonus and sales commissions). Incentive-paid employees will be paid holiday pay based on a 13-week average of regular earnings. Overtime is not included in the 13-week average.

B.4: Holiday Time Not Considered Time Worked: Holiday time is not considered time worked for purposes of calculating overtime.

B.5: Holiday Pay at Termination of Employment: When an employee terminates employment (either voluntarily or involuntarily), he/she will not be paid for any remaining holidays during the year.

B.6: Pay for Time Worked on a Holiday: If an hourly-paid or incentive-paid employee is required to work on a holiday, he/she will receive eight hours of holiday pay in addition to their regular pay for all hours worked that day (including time and one half if overtime.) Holiday pay will not be paid if it falls during an Employee's leave due to FMLA, Personal Leave, Military Leave, Jury Duty, Long or Short Term Disability leave or Workers' Compensation leave.

C. Paid Absence Time

The Company understands that employees may occasionally need to be absent from work due to personal reasons. Paid Absence time is provided to help employees from losing pay when they are faced with emergency situations such as illness, doctor appointments and other critical situations that require their personal support and attention away from work. The Company provides each employee with paid absence time that can be used under these circumstances. **Although an absence may be paid under this policy, it is still considered an absence.**

C.1: Paid Absence Time During First Year of Employment: The year in which an employee is hired will be considered his/her *first calendar year of employment*. During the first calendar year of employment, an employee may earn the following Paid Absence Time based upon the month in which he/she is hired:

Month Hired	Possible Time Earned
January – March	32 hours for use in calendar year
April - June	24 hours for use in calendar year
July - September	8 hours for use in calendar year
October - December	0 hours for use in calendar year

C.2: Paid Absence Time During Later Years of Employment: Beginning with the second calendar year of employment (the calendar year following year of hire) employees will **accrue sixty-four (64) hours of Paid Absence Time per calendar year**. Paid Absence Time will be available for use at a rate of 32 hours for employees who work 8-hour shifts; 36 hours for employees who work 9-hour shifts; and 40 hours for employees who work 10-hour shifts per 6 months (January-June and July-December); beginning on the first day of January and July. Employees are able to take unused hours that roll over from the first 6 months of the year to the last six-month period. Employees off on authorized FMLA leave will be paid using Paid Absence Time without any time period limitations.

C.3: Management Notification and Approval Required: Paid Absence Time is not required to be scheduled in advance; however, you must notify and obtain approval for payment from management at least 48 hours in advance. In cases where prior approval was not obtained prior to being out, approval must be obtained within 2 hours of start of shift on the day of absence. An employee is still required to call the Call-in Line at least one hour in advance of the time their shift begins when the employee cannot attend work. Upon notification of using Paid Absence Time, management reserves the right to request verification of absence. Management has the right to deny usage of Paid Absence Time if it does not meet the criteria of illness, doctor appointment or critical situation.

C.4: Waiting Period: Hourly-paid and incentive-paid employees are eligible to take Paid Absence Time upon management approval following 90 days of employment from their date of hire. Employee must be full-time active employee, report to work and work at least one (1) week (40 hours) in the new current calendar year to be eligible to use Paid Absence Time.



C.5: Rate of Pay for Paid Absence Time: Pay is based on the employee's regular base hourly wage (excluding overtime, bonus and sales commissions). Incentive-paid employees will be paid holiday pay based on a 13-week average of regular earnings. Overtime is not included in the 13-week average.

C.6: Paid Absence Time Not Considered Time Worked: Paid Absence Time is not considered time worked for purposes of calculating overtime.

C.7: Paid Absence Time at Termination of Employment: When an employee terminates employment (either voluntarily or involuntarily), he/she will not be paid for any unused Paid Absence Time.

C.8: Unused Paid Absence Time at Year End: Employees will be paid out for any unused Paid Absence Time at the end of the year.

C.9: Minimum Increment of Paid Absence Time: Time must be taken in no less than one (1) hour increments.

C.10: Paid Absence Time Carryover: Employees will not be able to carry over unused Paid Absence Time to the following calendar year. The only exception to using unused Paid Absence Time outside the first 6-month period would be when the Paid Absence Time is being used in conjunction with FMLA.

This policy does not create any promise or guarantee, express or implied, of continued employment. Employment with the Company is at-will. This means that either the Company or the employee may terminate the employment relationship at any time, with or without cause, with or without notice. The Executive Vice President, Human Resources has the sole authority to interpret this policy, make all determinations with respect to the policy, and amend, withdraw, or revoke the policy in part or in their entirety at any time.



Republic Services of Southern Nevada Dress Code Policy

Effective Date: November 1, 2011

Objective

As a major customer service company in Nevada, Republic Services' objective in establishing a dress code is to assure that all employees project a professional business image while at their work location and when interacting with the public. Clothing that may look great at the beach, night club, athletic activities and lounging may not reflect an appropriate professional work appearance standard. The standard for this work dress code is business professional-casual appearance with the emphasis on "business professional" not "casual." All clothing must be clean, pressed and appropriately fitting. If in doubt of what is acceptable, discuss with your supervisor before wearing it to work.

Slacks, Pants and Suit Pants

- Khaki slacks similar to Dockers of cotton or synthetic material
- Suit or dress pants
- Dress Capri's or similar wear, leggings under appropriate outerwear
- Unacceptable Attire: jeans, shorts, sweatpants, exercise pants, jogging pants, Bermuda shorts, overalls, pajamas, spandex or other form fitting pants such as bike clothing

Shirts and Blouses

- Casual collared Polo or golf type shirts
- Dress shirts and blouses
- Sweaters and turtlenecks
- Dress shirts without collars
- T-shirts only when worn under a blouse, shirt or jacket
- Unacceptable Attire: tank tops, sweatshirts, midriff tops, any clothing with offensive words or graphics, large logos, sport team logo/numbers, halter tops, tops with bare shoulders, t-shirts, or any garment that is see through, excessively tight or revealing

Skirts, Dresses and Skirted Suits

- Casual dresses and skirts
- Skirts that are split at or below the knee
- Unacceptable Attire: mini-skirts or extremely short dresses, skorts, sun dresses, beach dresses and spaghetti-strap dresses

Shoes

- Dress or professional looking loafers, boots, flats, clogs, dress heels, leather deck shoes and dress sandals
- Unacceptable Attire: Athletic shoes, canvas sneakers, thongs, flip-flops, slippers, crocs and mesh slip on shoes

Hats and Head Coverings

Only the following are acceptable

- Hats or head covers required for religious purposes or to honor cultural tradition
- Scarfs

Designated Fan Loyalty Days & Friday/Weekend Shifts

(Same dress code as above in addition to following optional to wear)

- Sport team shirts/sweatshirts, blue jeans (without holes or rips)
- Tennis shoes or athletic shoes

Employees working at Transfer Stations or other work sites in jobs requiring frequent time out of an office environment will have local exceptions to this policy.



CELLULAR PHONE USE

Employees whose job responsibilities include regular or occasional driving and who are issued a cellular phone for business use are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, Employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, Employees are expected to keep the call short, use hands-free options if available, refrain from discussion of complicated or emotional discussions and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or the Employee is driving in an unfamiliar area.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cellular phone for business use, are also expected to abide by the provisions above. Under no circumstances are Employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

PERSONAL CELL PHONES

When on your own time, the choice to turn off your cell phone is yours, however, when it comes to using your cell phone at work, you have to be mindful of your co-workers, your supervisor and your own ability to get your job done. Unless it is an extreme emergency, cell phone use is limited to lunch and break times.

Please observe the following rules regarding the use of your company and personal cell phone:

- **Ring Tones - Ringers** should be set to silent or vibrate. To maximize work safety and performance, email notifications should be off and instant messaging be disabled while you are at work. Non-work related phone calls and/or emails should be answered during break-times.
- **Head Sets - Cell phone, IPODS, and PDAs** headsets should only be used when previously approved for use by supervisors. If these devices are approved by your supervisor, as a courtesy to your co-workers, make sure you keep your cell phone on a low volume or silent when you work. **In accordance with our Defensive Driver guideline, "Never use a cell phone, Bluetooth, earphones, radio, IPOD or other distraction device while driving or backing."**

- Unattended / Unanswered Ringing - Employees that leave their cell phone unattended in the office should be advised to turn off the ringer or set it to vibrate, so that it does not disrupt your co-workers and/or other individuals nearby.
- Loud Conversations – Cell phone conversations can be loud even when the user thinks they are being quiet. When responding to important calls on personal/company cell phones and the call is going to be more than 10-15 seconds, please excuse yourself and go to a private location to answer the call.
- Camera Phones - Most cell phones and mobile devices have built in cameras, consequently, cameras are banned from the workplace unless previous approval is obtain from supervisor.
- Driving – We recognize that other distractions occur during driving; however curbing the use of cell phones while driving is one way to minimize the risk, for our employees, of accidents.

Therefore, if you are required to have a cell phone as part of your work responsibilities, when you receive a call while driving, you are required to stop your vehicle in a safe location so that you can safely use your cell phone or similar device. Engaging in company business using a cell phone or similar device while driving is prohibited.

Violations of these rules are subject to corrective action up to and including termination of employment.

Print Name

Date

Employee Signature



PERSONAL TELEPHONE CALLS, MAIL AND VISITORS

Personal phone calls during working hours distract employees from their job responsibilities and may be disruptive to coworkers. Employees should therefore limit the placing or receiving of personal calls during working hours to those required only in emergency situations. Employees are expected to inform friends and family members of this policy and will be held accountable for their actions under the company's disciplinary procedure. Additionally, no long distance personal phone calls may be made on Company phones without prior approval from the Employee's supervisor.

Employees contacted by creditors or collection agencies should immediately inform the caller of this policy and end the call. They should then follow up with the agency in writing advising them not to call them at work.

This policy applies to the use of company phone equipment as well as personal cellular phones. All personal cellular phones and other communication devices are required to be kept in silent mode while Employees are on duty.

The company will not be liable for the loss of personal cellular phones brought into the workplace.

Please have all personal mail sent to your home and not to your work address. The company will not be liable for the loss of personal mail sent to the Company address.

In addition, please remember that visits by friends or relatives can be disruptive to our operations; we discourage such visits during working hours.

Print Name

Date

Employee Signature



Policy No.: HRS-111
Initial Release Date: 12/09/2013
Revision Date: N/A

Policies and Procedures Manual ("PPM")
Social Media Activity by Employees

1. Purpose.....	2
2. Applicability.....	2
3. Policy Effective Date.....	2
4. Policy Contact(s).....	2
5. General Policy.....	2
6. General Procedures and Controls.....	5
7. Policies and Procedures Manual – Appendices.....	5

Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.



Policy No.: HRS-111
Initial Release Date: 12/09/2013
Revision Date: N/A

1. Purpose

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and its subsidiaries ("Republic" or the "Company") policies and procedures regarding the responsible use of social media by employees. This policy does not and cannot cover every possible social media activity. If you are unsure how this policy may apply to your social media activity, your manager or your Human Resources representative is here to help you.

For purposes of this policy, "social media activity" includes all means of communicating or posting information or content of any type on the Internet, including to your own or someone else's web log or blog or microblog, journal or diary, personal website, social networking or affinity website, web bulletin board or chat room, media-sharing site, as well as any other form of electronic communication (such as comments on online media stories). Examples of social media activities include activities on or related to Twitter, Facebook, MySpace, LinkedIn, Tumblr, YouTube, Flickr, Pinterest, Yelp and Instagram. "Social media activity" also includes permitting, or failing to remove, posts by others where you can control the content of posts, such as on a personal page or blog.

2. Applicability

This policy applies to all employees. This policy applies to social media activity that relates in any way to Republic's business, employees, customers, vendors, or competitors or that identifies an employee's affiliation with Republic (other than as an incidental mention of place of employment in personal social media activity unrelated to Republic). This policy applies to social media activity whether you are on or off duty, whether you use Republic's or personal electronic resources, and whether you post anonymously or use a pseudonym.

3. Policy Effective Date

This policy is effective as of December 9, 2013.

Company policies are modified or updated from time to time. You therefore should always refer to Republic's corporate website for the most current version of this policy.

4. Policy Contact(s)

Please direct questions about this policy to:

Vice President, Employment Practices

5. General Policy

Republic recognizes the vital importance of social media activity and its impact on the way individuals and organizations communicate. This policy is designed to offer you practical guidance for responsible, constructive communications via social media activity.

A. Personal Contributions to Social Media Outlets

Republic understands that social media activities can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. However, social media activities also present certain risks and carry certain responsibilities. Social media activity, even if done off premises and while off duty, could affect Republic's legitimate business interests. Thus, social media activity is a legitimate and proper focus of Company policy.

Republic values its established brand reputation and good will relationships. These are important corporate assets. When you engage in social media activity that identifies you as a Company employee, or in any way relates to Republic, you must follow the below guidelines:

- 1) Employees may use Republic's electronic resources to engage in social media activity for non-business purposes only so long as it does not interfere with your or your co-workers' job responsibilities. Employees may not spend more than an incidental amount of work time engaging in social media for non-business purposes and may not use Republic's electronic resources during non-working time. Employees may not maintain an open connection to, or stream, any social media site. Such non-business use is a privilege that may be withdrawn if abused.
- 2) Your social media activity must comply with all applicable Company policies, including but not limited to the Regulation FD Disclosure Policy, Corporate Information Technology Policy, Anti-Harassment Policy, Non-Discrimination and Equal Employment Opportunity Policy, Insider Trading Policy, Recruiting & Selection Policy and Code of Business Ethics and Conduct.
- 3) Unless you have received prior written authorization from the Communications Department, you should not represent or suggest in any social media content that you are authorized to speak on Republic's behalf, or that Republic has reviewed or approved your content. If that will not be obvious from the content, you should specifically state: "The views expressed in this post are my own. They have not been reviewed or approved by Republic Services."
- 4) The Federal Trade Commission (FTC) requires disclosure of a connection to a company or product about which a person writes online. The FTC also requires that endorsements be truthful and not deceptive. You must never represent yourself or Republic in a false or misleading way. If your social media activity expresses opinions, beliefs, findings or experiences concerning Republic's products or services, you must disclose your name and position with Republic. Unless Republic has approved any such endorsement in writing and in advance, you should specifically state: "The views expressed in this post are my own. They have not been reviewed or approved by Republic Services." Further, you must not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.
- 5) You must not use Republic's logo, trademark or proprietary graphics (collectively, intellectual property or "IP") for any commercial purpose, such as selling or advertising any product or service. You must not use Republic's IP in any posting unrelated to the terms or conditions of your employment that disparages Republic's brand, products or services. You must not use Republic's IP in a way that suggests you are representing Republic or while engaging in conduct that violates Company policy. You must respect all copyright and other IP laws. For Republic's protection as well as your own, you must show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other IP.

- 6) You must not disclose, or post images or video of, any of Republic's trade secrets or confidential business information. Trade secrets may include information regarding the development of systems, processes, services, products, know-how and technology. Confidential business information may include internal reports, policies, and procedures; business plans; financial information of Republic or its customers; sales information; Company strategies; and Republic's attorney-client communications or other internal business-related confidential communications.
- 7) Experience demonstrates that you are more likely to resolve concerns about work by speaking directly with your co-workers, supervisor or other management-level personnel, or by contacting the Human Resources Department, than by posting concerns on the Internet. Nevertheless, if you decide to post complaints or criticism, do not use statements, photographs, video or audio that reasonably could be viewed as malicious, discriminatory, harassing, bullying, threatening, intimidating, or obscene.
- 8) To reduce the risk of identity theft, stalking, and similar criminal conduct, you must not disclose personally identifying information (such as personal contact information contained in Republic's files, Social Security numbers, credit or debit card numbers or financial account numbers) of Republic's employees, customers, vendors or competitors.
- 9) To protect yourself, you should consider using available privacy filters or settings to block from supervisors, customers, vendors or competitors who may have access to your social media activity any overly personal information about you.
- 10) You must not use Company-sponsored sites to solicit for or promote personal businesses or any organization, including but not limited to outside business ventures, charities, political campaigns, religious groups, or other membership organizations.

B. Employee Rights and Responsibilities

- 1) This policy does not apply to situations where two or more employees are discussing their terms and conditions of employment wages, hours or working conditions in a manner that does not violate Republic's policies that relate to disclosure of confidential information, insider trading, discrimination, harassment or retaliation. You may engage in social media activities in those situations without regard to this policy.
- 2) Republic prohibits taking adverse action against any employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.
- 3) You are solely responsible for your social media activity and will be held accountable for violating this policy. You must comply with this policy and all other relevant Company policies. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.
- 4) Managers and supervisors must not request or require an employee to provide access to the employee's social media site or to provide user information or passwords to any social media accounts or internet, e-mail or similar accounts. Any employee may reject, without fear of retaliation, any request from any other



Policy No.: HRS-111
Initial Release Date: 12/09/2013
Revision Date: N/A

employee that, if accepted, would permit access to the employee's social media site.

6. General Procedures and Controls

A. Reporting

- 1) If you believe that any social media activity violates any Company policy, you must immediately report it to your manager or the Communications Department. Republic will investigate the matter, determine whether such social media activity violates Company policy, and take appropriate action.

B. Right to Monitor

- 1) Republic may, in its discretion, review social media activity to the fullest extent permitted by applicable law. If you engage in social media activity anonymously or using a pseudonym that violates this policy, Republic may take steps to determine your identity. Further, Republic reserves the right to monitor all public social media activity for the purpose of protecting its interests and monitoring compliance with Company policies. Republic also reserves the right to access any Company computers and electronic communication devices to monitor social media activity. Accordingly, you should not maintain any expectation of privacy with respect to information in any such social media activity.

7. Policies and Procedures Manual – Appendices

Note: The links listed below will be activated only after final approval of each document. Until such approval, please refer to your legacy policy, procedure, guideline, etc.

A. Related Documents

- 1) [Regulation FD Disclosure](#)
- 2) [Corporate Information Technology](#)
- 3) [Anti-Harassment](#)
- 4) [Non-Discrimination and Equal Employment Opportunity](#)
- 5) [Insider Trading](#)
- 6) [Recruiting & Selection](#)
- 7) [Code of Business Ethics and Conduct](#)

Policies and Procedures Manual ("PPM")
Corporate Information Technology

1.	Purpose	3
2.	Applicability	3
3.	Policy Effective Date	3
4.	Policy Contact(s)	3
5.	General Policy	3
6.	Users and Others Responsibilities	4
7.	General Procedures and Controls	5
8.	Guidance on Email, Internet and Other IT Resource Usage	6
	A. Levels of Authority	6
	B. Policies	6
	C. Procedures and Controls	7
9.	Monitoring and Recording of IT Resources and Equipment Activities	7
	A. Levels of Authority	7
	B. Policies	7
	C. Procedures and Controls	8
10.	Email System Archiving and Retention	8
	A. Levels of Authority	8
	B. Policies	8
	C. Procedures and Controls	8
11.	Email System Distribution List (DL) Management	8
	A. Levels of Authority	8
	B. Policies	8
	C. Procedures and Controls	9
12.	Procurement, Installation and Protection of IT Resources and Equipment, Peripherals and Software	9
	A. Levels of Authority	9
	B. Policies	10
	C. Procedures and Controls	11
13.	Hardware and Software Ownership and Use	11
	A. Levels of Authority	11
	B. Policies	11
	C. Procedures and Controls	11
14.	Loss or Theft of Company Equipment	11
	A. Levels of Authority	11
	B. Policies	11
	C. Procedures and Controls	12
15.	User Computing Awareness	12
	A. Levels of Authority	12
	B. Policies	12



Policy No.: ITD-101
Initial Release Date: 10/18/2010
Revision Date: N/A

	C. Procedures and Controls	13
16.	Confidentiality and Privacy	13
	A. The Computer or device must Levels of Authority.....	13
	B. Policies	13
	C. Procedures and Controls	14
17.	Corporate IT Governance	14
	A. Levels of Authority.....	14
	B. Policies.....	14
	C. Procedures and Controls	15
18.	Policies and Procedures Manual – Appendices	15

Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.



Policy No.: ITD-101

Initial Release Date: 10/18/2010

Revision Date: N/A

1. Purpose

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and its subsidiaries ("Republic" or the "Company") policies and procedures for the use, procurement and management of Company-provided Information Technology ("IT") resources and equipment which include, but are not limited to, telephone ("VOIP"), BlackBerry®, PDAs, cell phone, fax, e-fax, voicemail, internet, email, instant messaging, document imaging and computer systems used to facilitate the Company's business (collectively, "IT Resources and Equipment").

2. Applicability

This policy applies to all employees, contractors, vendors, suppliers and business partners utilizing the Company's computer network, IT systems or services (collectively referred to herein as the "Users").

3. Policy Effective Date

This policy is effective as of October 18, 2010.

Company policies are modified or updated from time to time. Employees, contractors, vendors, suppliers, or business partners should therefore always refer to the Company's corporate website for the most current version of this policy.

4. Policy Contact(s)

Please direct questions about this policy to:

Will Helton
Manager, IT Security & SOX Compliance
will.helton@republicservices.com
480-627-2193

Mike Kikkert
Director, Information Technology
mkikkert@republicservices.com
708-824-3040

5. General Policy

- A. Republic's policy is to provide the Users with access to IT Resources and Equipment, commensurate with their job responsibilities, duties or assignments, in order to enhance critical and timely Company communications and commerce.
- B. Company-provided IT Resources and Equipment, data stored in these systems, and any transmissions over such systems are solely the property of the Company, even though Users may have individual passwords for accessing these systems. Users, therefore, have no expectation of privacy while using any Company-provided IT Resources and Equipment, data or voice wired or wireless networks or related systems or with respect to information stored, received or transmitted using such systems or networks.

6. Users and Others Responsibilities

A. All Users

- 1) Users must comply with this policy and all other relevant Company policies. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment. Other personnel will be subject to dismissal, contract cancellation or termination of any future business arrangements or dealings.
- 2) Users who improperly use hardware, software or the internet may be subject to criminal and civil liability and/or penalties to third parties and government entities.
- 3) Users (employees only) on an annual basis must complete an online assessment quiz to acknowledge their understanding of this policy. A verification of completing the online assessment quiz will be maintained within the Learning Management System (LMS) (see Appendix A.5) or with the Learning Management Organization (LMO) (see Appendix A.6)
- 4) Users (Contractors, consultants, vendors and business partners only) are required to review and acknowledge their understanding of policy requirements by signing an Acknowledgement Form (see Appendix A.1), see 6.B.3 for handling the signed contractor and vendor acknowledgement form.
- 5) Users with access to Company provided wireless electronic IT Resources and Equipment must comply with the guidelines included elsewhere in this policy and in the Wireless Device Usage and Provisioning Policy (see Appendix A.16) to protect the Company and themselves.
- 6) Users must not disseminate any Confidential Information about the Company or its employees and must follow the guidelines in the Corporate Communication Policy (see Appendix A.2) when using Company logo, graphics, trademarks, trade names, or Corporate slogans or those belonging to any other company. Users should be aware that electronic communications can become public and accessible to third parties, including the Company's competitors, vendors and customers. Thus, it is critical that Users maintain the confidentiality of Non-Public Company Information, abide by the terms of any confidentiality agreement that they have signed, and abide by the safeguards within this policy.
- 7) While using IT Resources and Equipment, Users must comply with all applicable laws, including financial disclosures laws and securities laws and regulations, as well as any agreements that such User may have with the Company.

B. IT Department

- 1) The IT Department and designated IT personnel are the only parties authorized to purchase, install, configure, or dispose of computer equipment, devices, software, computerized tools, or other IT or IT Systems related services.
- 2) The IT Department and its personnel and the Procurement Department are the only parties authorized to negotiate with IT vendors, computer service providers, or contractors/consultants providing IT related services or products to the Company.
- 3) The IT Department will maintain the signed Acknowledgement Form for contractors, vendors, or business partners with the User Access Request eForms (see Appendix A.3) that are completed when granting a new User access to the Company's IT Resources and Equipment.

- 4) The IT Department must facilitate all requests for modifications to Dynamic Distribution List received from the Corporate Communications Department.

B. Corporate Communications Department

- 1) The Corporate Communications Department is responsible for managing the Dynamic Distribution Lists.

7. General Procedures and Controls

- A. Users may use Company provided IT Resources and Equipment for Company business and for limited personal use that is reasonable and does not interfere with a User's job performance. Users are strictly prohibited from viewing, displaying, storing, sending or otherwise transmitting or receiving obscene, offensive, harassing, demeaning or illegal materials using any Company IT Resource and Equipment (including, but not limited to telephone, voicemail, email, fax, instant messaging and the internet). Users are also strictly prohibited from conducting any of the above described activities using personally owned resources or equipment while connected to Company owned data or telecommunications networks, whether physically present in Company-owned facilities or remotely connected to such networks or IT resources. Refer to the Non-Discrimination and Equal Employment Opportunity Policy for more information.
- B. Users must read and understand the provisions of this policy before access is granted to IT Resources and Equipment.
- C. Users are responsible for Information Security.
- D. Users are prohibited from using Company IT Resources and Equipment as follows:
 - 1) Disseminating confidential or proprietary Company documents (i.e., business plans, financial, pricing, credit card data, employee data (SSN, DOB, etc.)) or information to persons outside of the Company, unless approved in advance in writing by the Corporate Legal Department. Refer to the Safeguarding Confidential Employee Data Policy, Safeguarding Confidential Business Data Policy and Safeguarding Confidential Customer Data Policy for more information.
 - 2) Disseminating information or data restricted by laws and regulations.
 - 3) Disseminating, printing or duplicating of copyrighted materials, including articles or software, in violation of copyright laws. Due to the potential for security breaches and software licensing issues, Users are not authorized to download software from the internet unless prior written approval has been obtained from the appropriate authorization authority within the Corporate Information Technology Department.
 - 4) Engaging in conduct that violates the Company's Sexual and Other Harassment Policy (see Appendix A.15) or its Non-Discrimination and Equal Employment Opportunity Policy which prohibit sending or soliciting any message or image containing ethnic slurs, racial epithets, or anything that could be construed as harassment or disparagement of others, including messages concerning race, national origin, sex, sexual orientation, age, disability, religious or veteran status. Refer to the Non-Discrimination and Equal Employment Opportunity Policy for more information.
 - 5) Creating, exchanging, or forwarding advertisements, solicitations or chain letters.
 - 6) Searching for employment outside of the Company.
 - 7) Sending email containing tag lines, quotes, sign-offs or other concluding phrases other than the User's name, title and contact information or concealing the User's name, title and contact information. Any exceptions (e.g., including use of the phrase "attorney-client privilege") must be approved in advance by the Corporate Legal Department.

- 8) Communicating or soliciting for commercial ventures, religious or political causes, outside organizations or other third parties, except for Company approved charities and events.
- 9) Operating a business or conducting activities for personal gain.

8. Guidance on Email, Internet and Other IT Resource Usage

A. Levels of Authority

- 1) No additional levels of authority specific to this section are applicable.

B. Policies

1) Email and Internet Business Usage

- A) The Company provides authorized User's access to the internet, email and other Company IT Resources and Equipment to facilitate communication and business-related activities among Users, customers, vendors and business partners.

2) Email and Internet Standards of Use

- A) During working time, or while using Company-provided IT Resources and Equipment or networks, Users are prohibited (unless specifically designated and approved by senior management) from writing, posting or otherwise contributing to: blogs, personal websites or web pages, listservs or mailing lists, social or other networking sites (examples include, but are not limited to, Facebook, MySpace, Xanga or Friendster), audio or video-sharing websites (examples include, but are not limited to, YouTube, Google Video or Metacafe), or other User-generated electronic media, unless such activity is directly related to, and necessary for, a User to perform his/her job.
- B) Confidential Information, sensitive or proprietary information related to the Company's customers, business partners or Company operations or business should not be sent outside the Company to personal or home e-mail accounts (i.e., home e-mail, Cox.net, Google mail, Yahoo mail, or any other Non-Company mail service, servers, or systems, etc.). In cases approved by senior management, information sent outside the Company to a personal home email account or personal devices (i.e., smart phones, iPhones, iPads, PDAs, etc.) the following requirements must be met:
 - i. The Computer or device must:
 - a) Have anti-virus software installed, active and updated at all times;
 - b) Have a Password-protected screen saver activated when left unattended; and,
 - c) Require individual credentials (passwords and PINs) to access the device or Smart Phone.
 - d) To ensure the protection of Company data and information, Users who receive confidential, sensitive or proprietary Company information (i.e., documents, e-mails, etc.) on personal devices (i.e., Smart Phones, iPhones, iPads, PDAs, etc.), will allow security protection software or configurations on these devices to ensure the protection of Company assets.
 - ii. The Company documents and information must be deleted from the User's personal computer (non-Company owned machine), USB flash drives, cell phone, Smart Phone, iPad or PDA within 72 hours.

iii. The User (employee) must have completed the online assessment quiz maintained within the Learning Management System (LMS). User (contractor, vendor, consultant, etc.) should have read this policy and have a current signed acknowledgement form on file.

- C) Email or intranet/internet must not be used to transmit Confidential Information or sensitive customer information, (i.e., credit card information, pricing, customer lists, SSN, DOB, etc.) to anyone in or out of the Company except through approved and secure intranet/internet sites. Refer to the Safeguarding Confidential Employee Data Policy, Safeguarding Confidential Business Data Policy and Safeguarding Confidential Customer Data Policy for more information.

3) Email and Internet Maintenance

- A) Users should delete electronic messages after its business purpose has been satisfied to ensure security and appropriate individual mailbox size capacity consistent with the Records Management Policy (see Appendix A.10).

4) Email and Internet Retrieval of Information

- A) Users are prohibited from retrieving executable files (i.e., programs with the extensions .VSB, .EXE, or spreadsheets with numerous macros, etc.) from untrustworthy sources. Such action can lead to the introduction of viruses or pirated, unlicensed programs onto Company computers.
- B) Users are prohibited from importing files from the internet without knowing the author of the data file. Users are prohibited from downloading computer programs from the internet without advance written approval by the appropriate authorization authority within the Corporate Information Technology Department.

5) Email and Internet Filtering

- A) The Company uses, and may modify, email and internet filtering mechanisms to prevent Users from viewing, displaying, storing, sending or otherwise transmitting or receiving inappropriate materials or accessing websites with similar content.

C. Procedures and Controls

- 1) No additional procedures and controls specific to this policy are applicable.

9. Monitoring and Recording of IT Resources and Equipment Activities

A. Levels of Authority

- 1) The VP, Human Resources, Legal, and the CIO or designee must approve all requests to record or monitor Company provided IT Resources and/or related Equipment, with the exception of customer service related data /or related communication transmissions. Refer to the Recording Policy (see Appendix A.9) for more information.

B. Policies

- 1) The Company may review, monitor, copy, delete or restore any Company-provided IT Resources and Equipment or internet traffic, which includes, but is not limited to, telephone, cell or smart phones, PDAs, fax, e-fax, voicemail, internet, email, instant messaging and computer systems, without further notice, to the extent permitted by law. Personal email accounts that Users access through Company-provided IT Resources are also subject to monitoring, copying, and review.
- 2) All telephone conversations or other communications with others outside the Company that may be monitored or recorded must be preceded by a prerecorded (or live)

announcement to each participant stating, ***"This call may be monitored and/or recorded."***

- 3) The Company reserves the right to monitor all activities that occur in its network or its office locations, including, but not limited to, the use of physical or electronic searches and security or related surveillance equipment to the extent permitted by applicable law.
- 4) Users are prohibited from using, storing, connecting, downloading or facilitating any mechanism that would use hacking, password cracking, system or network monitoring/sniffing, port scanners or other diagnostic or network penetration software or hardware analysis tools used to monitor or evaluate the Company's IT environment unless the CIO has provided advance and express written permission. In addition, Users are prohibited from using "key-stroke" logging software or devices unless approved in writing in advance by the CIO.

C. Procedures and Controls

- 1) No additional procedures and controls specific to this policy are applicable.

10. Email System Archiving and Retention

A. Levels of Authority

- 1) No additional levels of authority specific to this section apply.

B. Policies

- 1) All inbound/outbound email messages from Company-provided IT resources and/or equipment will be automatically archived for a period provided by the Records Management Policy.
- 2) Electronic messages, whether sent or received, have the same legal status as hard-copy documents. The individuals authoring or receiving electronic messages are responsible for ensuring compliance with appropriate retention requirements. Email should not be used for official record-keeping purposes. Any E-mail records deemed to have administrative, legal, tax or fiscal retention requirements must be printed out and saved as a paper document or saved as an electronic document on the Company's servers or share drives.
- 3) Transmissions over such systems are solely the property of the Company, even though Users may have individual passwords for accessing these systems. Users, therefore, have no expectation of privacy while using any Company-provided IT Resources and Equipment, data or voice wired or wireless networks or related systems or with respect to information stored, received or transmitted using such systems or networks.

C. Procedures and Controls

- 1) No additional procedures and controls specific to this policy are applicable.

11. Email System Distribution List (DL) Management

A. Levels of Authority

- 1) The Corporate Communications Department must authorize the initiation, modification and revocation of Dynamic Distribution Lists.

B. Policies

- 1) The Human Resource Department shall establish and maintain all necessary User information (i.e., User roles, titles, locations, etc.) to create Company email distribution lists.

- 2) The Company owns all User email accounts that utilize a domain name owned by the Company.
 - 3) Dynamic Distribution Lists
 - A) The Corporate Communications Department is the business owner of all Dynamic (active) Distribution Lists.
 - B) Corporate Communications is the final approver of all new, modified and discontinued Distribution Lists.
 - 4) Custom Distribution Lists
 - A) Custom Distribution Lists are made available to all authorized Users assigned an email account on the Company's email system.
 - B) Users may not use the Company's email distribution lists, including any Custom Distribution Lists, for personal use nor shall Users disclose such lists to third parties, including the Company's competitors, vendors and customers.
- C. Procedures and Controls
- 1) Dynamic Distribution Lists
 - A) All requests for modifications to Dynamic Distribution List memberships shall be facilitated by the Corporate Information Technology Department and approved by the Corporate Communications Department.
 - B) Requests for changes to Dynamic Distribution Lists are made to IT through the Help Desk ticketing process.
 - C) Corporate Communications, IT and HRIS work with the requestor to determine the need for this list and the members of the list. To populate the distribution list, HRIS provides the job code and IT builds the list. Once the distribution list is built, the list is automatically updated by the system based on member job codes. All members with the applicable job code are included in the distribution list.
 - D) Corporate Communications is the final approver of Dynamic Distribution Lists.
 - E) Updated RS513 file is sent to IT on a periodic basis to keep the lists current. Any discrepancies are handled on a case-by-case basis.
 - 2) Custom Distribution Lists
 - A) Users may submit a request to the Corporate Information Technology Department for the creation of Custom Distribution Lists.
 - B) These requests are made to IT through the Help Desk ticketing process.
 - C) Users are responsible for managing membership and settings for each Custom Distribution List assigned. All Custom Distribution Lists must have a User designated as the list owner. The list owner is responsible for authorizing all changes to the Custom Distribution Lists.

12. Procurement, Installation and Protection of IT Resources and Equipment, Peripherals and Software

A. Levels of Authority

- 1) Authorized individuals within the Corporate Information Technology Department must coordinate and approve procurement of IT Resources and Equipment, peripherals, software and telephone systems, including but not limited to, the purchase or lease and

the hiring of IT Resources, Services and/or Equipment according to the Procurement Policy (see Appendix A.8). This includes, but is not limited to, expenditures for:

- A) Computer equipment (including, but not limited to, computers, monitors, laptop computers, printers, networking or network distribution devices, wireless access points, etc.);
- B) Computer programs (including, but not limited to, software);
- C) Telephone and wireless equipment (refer to the Wireless Device Usage and Provisioning Policy); and,
- D) Contracts for external IT contractor or consulting services.

B. Policies

1) Acquisition of Computer Hardware/Software

- A) Purchasing of computer equipment, peripherals, software, contracted IT resources/services and telephone systems/services are to be completed ONLY by authorized Corporate Information Technology Department personnel.
- B) Users can review the computer hardware/software standards on the Company's intranet. All requests for computer hardware/software should be submitted to the Company's Help Desk or IT management using the links on the intranet.

2) Installation of Computer Hardware/Software

- A) The Corporate Information Technology Department is responsible for the installation of computer equipment, peripherals, software and telephony systems.
- B) Users are not authorized to install any software on Company-owned computer equipment or install Company-owned software on any non-Company owned computer equipment without the advance written approval of the CIO or delegate. Users are not authorized to provide copies of Company-owned or licensed software to anyone.
- C) Users shall not engage in any acts of software piracy whereby software is utilized in violation of its licensing agreement. The Corporate Information Technology Department shall ensure that all software installed or utilized on Company equipment is properly licensed.

3) Issuance and Transfer of Computer Equipment

- A) The Corporate Information Technology Department shall assign, track and monitor all new, used and transferred IT Resources and Equipment.

4) Protection and Appropriate Handling of Computer Equipment

All personnel (i.e., employees, contractors, consultants, vendors, business partners, etc.) who are issued Company computer equipment, electronic devices, software programs, telephones, etc. used for Company business shall take appropriate steps to protect and secure these Company assets, for example:

- A) Do not leave computer equipment in plain view where it could be stolen (i.e., where it can be seen through a hotel or vehicle's windows.) When traveling, equipment should be stowed in a closed and locked space such as an automobile's trunk or if that is not possible, Users should keep the equipment with them rather than leaving it in a vehicle or hotel.
- B) Do not expose computer equipment to extreme temperatures or weather conditions (heat, freezing, rain or snow).

- C) When traveling by air, do not pack a laptop or desktop computer in luggage that is checked in as baggage. Laptop computers should be carried onto and properly stowed on the plane.
- D) Computer equipment or laptops should be secured to a fixed object (i.e., desk, etc.) with a locking cable, when possible. Laptop computers should be secured in locking compartments of file cabinets at night, weekends or when not in use (i.e., employee on vacation).
- E) If computer equipment must be returned/shipped back to the Company for repair, reassignment, etc., Users should take appropriate steps to ship this equipment carefully. Do not ship laptop computers or other delicate electronic equipment (i.e., BlackBerry®, cell phones, etc.) in padded envelopes, FedEx boxes without adequate padding, or in any other manner that might damage this equipment. If you are unsure how to ship or package this equipment, contact the IT Help Desk for assistance. Equipment that is damaged as a result of negligence will be charged to the User or his/her department.

C. Procedures and Controls

- 1) No additional procedures and controls specific to this policy are applicable.

13. Hardware and Software Ownership and Use

A. Levels of Authority

- 1) The Corporate Information Technology Department reserves the right to remove from any Company-provided IT Resource any unauthorized or non-business related software or files including, but not limited to, games, instant messengers, pop-up email, music files, image files, freeware and shareware.

B. Policies

- 1) The Company is the sole owner of all Company-provided hardware and software, and no User may remove any hardware from Company premises (except for hardware devices that are intended to be portable) or copy and remove any software without prior written approval from the Corporate Information Technology Department.
- 2) Upon termination of employment, or at any other time, a User may be asked to produce Company-provided portable hardware, including, but not limited to, laptops, BlackBerry®, PDAs, cell phones and radios. If a User is unable to return Company-provided portable hardware device in good working condition within 24 hours, the Company may require the User to pay for the item to the extent permitted by law.

C. Procedures and Controls

- 1) No additional procedures and controls specific to this policy are applicable.

14. Loss or Theft of Company Equipment

A. Levels of Authority

- 1) No additional levels of authority specific to this section apply.

B. Policies

- 1) Users must take reasonable precautions to protect Company-provided IT Resources and Equipment from loss, damage or theft. Also refer to Section 12.B.4 (Protection and Appropriate Handling of Computer Equipment) on steps for protecting Company assets.

C. Procedures and Controls

- 1) The User must report lost or stolen IT Resources and Equipment as follows:
 - A) Notify IT Security immediately by calling the Customer Support Help Desk and open a ticket to document the theft of IT Resources and Equipment.
 - B) File a report with the local police in the jurisdiction where the theft took place; and,
 - C) Complete an Internal Control Breach Report; refer to the Reporting of Internal Control Breaches Policy (see Appendix A.11).
- 2) A User must report the loss or theft of any "personal" Smart Phones, iPads, or other devices that have been configured to receive or store company e-mail, documents, or other sensitive or confidential information. Users must contact the IT Help Desk immediately to report the loss or theft of these personal devices.

15. User Computing Awareness**A. Levels of Authority**

- 1) No additional levels of authority specific to this section apply.

B. Policies

- 1) Users must protect individual credentials (User IDs, passwords or PINs) used to access Company IT Resources and Equipment from unauthorized disclosure, access, use, and loss or theft. A User may not "share" his/her user IDs, passwords, or Personal Identification Number (PIN) with anyone (unless requested by an authorized member of the IT Support Staff to actively troubleshoot or resolve a support incident). Each User will be assigned a unique user ID and password by the IT Department. Users are responsible for ensuring the privacy and protection of such credentials. Users are held accountable for all system activity that occurs using their credentials. Users may not use scripts or other automated logon shortcuts containing a password without prior written approval from the Corporate Information Technology Department.
- 2) Except as noted in Section 1 above, users must not provide their user ID or password to any other person under any circumstances. You should also not write or display your user ID and password on any slips of paper, documents or attach or hang it on your computer or cubicle wall, etc.
- 3) Policy requires Users to have "strong" passwords that are not easily guessed for all Company IT Resources and Equipment. "Strong" passwords contain a minimum of six characters. Users must change their passwords on a regular basis (at least every 90 days). This network system or application will automatically request each user to change their password every 90 days.
- 4) When there is a reason to believe that a password has been compromised or when, as an exception, the password was provided to an IT Help Desk technical support person for assistance, such User must immediately change his or her password. Users may contact the IT Help Desk for guidance for changing passwords. Users shall immediately report any actual or suspected compromise of a password to the IT Help Desk.
- 5) Users must not inhibit the distribution process of the latest security updates, patches and fixes automatically delivered to their Company workstations or other IT Resources and Equipment or remove any software after it is installed on any Company workstations or other IT Resources and Equipment.

- 6) Users must immediately report any actual or suspected virus-related problem to the IT Help Desk. Users shall not attempt to remove, fix or address virus problems themselves.
- 7) All Company workstations will receive new anti-virus definitions automatically upon logging into the Company network or connecting to the internet. Users of Company IT Resources and Equipment are not authorized to change the configuration of the anti-virus or anti-spyware software, or interfere with its operation.
- 8) Users must treat with caution any software or electronic information received from unknown external sources, whether on disk, USB drive, attached to an email or via the internet unless it has been scanned for viruses and other malicious software.
- 9) Users must never leave network-connected computers unattended or unsecured. When away from their computer, Users should enable the password protected screen saver by pressing CTRL+ALT+DELETE then ENTER or depress the Windows Key + L, and physically lock portable computers and others devices. Users who fail to secure their computers may have their access suspended and require their management to request re-activation.
- 10) Users are not authorized to store, load, or connect personally owned devices or related software to Company IT Resources and Equipment or networks (i.e., iPod, iTunes, iPhones, MP3 players, etc.).
- 11) All Company IT Resources and Equipment belongs to the Company.
- 12) Users are responsible for maintaining a backup of company data files not stored in shared folders on network directories. User's desktop or laptop computer hard drives are not automatically backed up to their personal shared drive.

C. Procedures and Controls

- 1) No additional procedures and controls specific to this policy are applicable.

16. Confidentiality and Privacy

A. Levels of Authority

- 1) No additional levels of authority specific to this section apply.

B. Policies

- 1) Company-provided IT Resources and Equipment, data stored in these systems and any transmissions over such systems are the Company's property, even though Users may have individual passwords for accessing these systems. **Users therefore have no expectation of privacy while using any of the Company provided IT Resources and Equipment, networks or related systems or with respect to information stored, received or transmitted using such systems.**
- 2) Some of the messages sent, received or stored on the Company's email system may constitute confidential, privileged communications between the Company and its internal or external attorneys. Unless protected by legal or other privilege, electronic messages can and will be available for review by opposing parties in litigation. Upon receipt of a message either from or to legal counsel, Users must not forward it or its contents to others inside the Company without legal counsel's authorization. Users shall never forward such messages or their contents to persons outside the Company. Improper forwarding of attorney communications can have serious ramifications for the Company, including the potential loss the legal protections afforded to confidential communications. Some electronic communications may contain nonpublic private information of

employees or customers, which is subject to additional rules and regulations regarding use and disclosure.

- 3) All information and data generated or gathered by a User in the course of employment or utilizing Company-owned assets will be the exclusive property of the Company and must be maintained in accordance with the Company's Record Management Policy. Users shall not transfer, give or loan any Company information or data to any other organization or outside individual except in those instances where the release is in the approved course of business for the Company.
- 4) Users who possess confidential or proprietary information, or who use a computer system to process such information, are responsible for safeguarding that information, to the degree that is within their control. Users must not disseminate information deemed confidential or proprietary to persons outside the Company, unless approved in advance by the Corporate Legal Department. In rare cases, when information is sent outside the Company to a personal or home email account the following items must be met:
 - A. The Computer or device must:
 - i. Have anti-virus software installed, active and updated at all times;
 - ii. Have a Password-protected screen saver activated when left unattended; and,
 - iii. Require individual credentials (passwords and PINs) to access the device.
 - B. The Company documents and information must be deleted from the User's personal computer (non-Company owned machine) within 72 hours.
 - C. The User must have completed the online assessment quiz maintained within the Learning Management System (LMS).
- 5) Confidential Information (i.e., credit card numbers, customer lists, pricing data, employee information (DOB, SSN, etc.)) must not be stored on unprotected Company desktop or laptop computers, USB flash drive, CD/DVD, or external storage devices/hard drives. Refer to the Safeguarding Confidential Employee Data Policy, Safeguarding Confidential Business Data Policy and Safeguarding Confidential Customer Data Policy for more information.
- 6) Users shall recognize their obligations to the Company concerning Confidential Information and must not post or provide such information on message boards, in "blogs," communicated to news organizations, or through other forms of Online publishing.

C. Procedures and Controls

- 1) No additional procedures and controls specific to this policy are applicable.

17. Corporate IT Governance

A. Levels of Authority

- 1) No additional levels of authority specific to this section apply.

B. Policies

- 1) The Corporate Information Technology Department is focused on IT governance and has established an IT Department Policy (see Appendix A.4) based upon COBIT (Control Objectives for Information and related Technology). The IT Department Policy provides

information for IT employees for supporting IT processes necessary for achieving business objectives efficiently and effectively.

C. Procedures and Controls

- 1) No additional procedures and controls specific to this policy are applicable.

18. Policies and Procedures Manual – Appendices

Note: The links listed below will be activated only after final approval of each document. Until such approval, please refer to your legacy policy, procedure, guideline, etc.

A. Related Documents

- 1) [Acknowledgement Form](#)
- 2) [Corporate Communication Policy](#)
- 3) [eForms](#)
- 4) [IT Department Policy](#)
- 5) [Learning Management System \(LMS\)](#)
- 6) [Learning Management Organization \(LMO\)](#)
- 7) [Non-Discrimination and Equal Employment Opportunity Policy](#)
- 8) [Procurement Policy](#)
- 9) [Recording Policy](#)
- 10) [Records Management Policy](#)
- 11) [Reporting of Internal Control Breaches Policy](#)
- 12) [Safeguarding Confidential Employee Data Policy](#)
- 13) [Safeguarding Confidential Business Data Policy](#)
- 14) [Safeguarding Confidential Customer Data Policy](#)
- 15) [Sexual and Other Harassment Policy](#)
- 16) [Wireless Device Usage and Provisioning Policy](#)

B. Definitions

- 1) **Confidential Information** - Any information or material concerning Republic Services, whether business, technical, or otherwise, which is not known to the public at large (i.e., business plans, financial, pricing, credit card data, employee data (SSN, DOB, etc.)).
- 2) **Custom Distribution Groups** - A grouping of email recipients that has a statically defined set of members. Membership for this type of distribution group must be manually managed.
- 3) **Dynamic Distribution Groups** - These are distribution groups for which membership is calculated every time that a message is sent to the group and is based on specific recipient filters and conditions, rather than a defined set of recipients. When an email message is sent to a Dynamic Distribution Group, it is delivered to all recipients in the Company that match the criteria defined for that Dynamic Distribution Group. An example of such a grouping might be a Dynamic Distribution Group that sends an email to all email recipients whose job title includes the words "controller" or "accountant" or "accounting".
- 4) **Information Security** - Safeguarding an organization's data from unauthorized access or modification to ensure its availability, confidentiality, and integrity.



Policy No.: ITD-101

Initial Release Date: 10/18/2010

Revision Date: N/A

- 5) **Non-Public Company Information** - Information about a Company that is not known by the public and will, when released, have an impact on that Company's stock price.
- 6) **Online** - A computer is connected to the Company network either directly through a wired or wireless connection, or remotely via the internet, VPN or other authorized means.



Stop and Learn Your
Rights and Responsibilities



The Division of Industrial Relations of the Nevada Department of Business & Industry helps employers provide a safe and healthful workplace. This document explains the rights and responsibilities of both employers and employees in creating a safe working environment.

EMPLOYEE RIGHTS AND RESPONSIBILITIES

The Nevada Occupational Safety and Health Act was created to allow you to do your job in a safe and healthy workplace. But it is up to you to make sure that job safety works. Here are some tips to help you stay safe on the job.

Know and follow all safety rules set by:

- Your employer
- The Nevada Occupational Safety and Health Act
- The Nevada OSHA Enforcement Section

You can get copies of all Nevada safety and health standards from the Safety Consultation and Training Section of the Division of Industrial Relations or on the web at www.4safenv.state.nv.us. Also, your employer may be required to have a written workplace safety program.

If your employer requires personal protective equipment, such as hard hats, safety shoes, safety glasses, respirators, or ear protection, you are responsible to wear and/or use the equipment.

If you do not know how to safely use tools, equipment or machinery, be sure to ask your supervisor.



If you see something that's unsafe, report it to your supervisor. That's part of your job. Give your employer a chance to fix the problem. If you think the unsafe condition still exists, it is your right to file a complaint with the Nevada OSHA Enforcement Section of the Division of Industrial Relations. The Division will not give your name to your employer.

There are laws that protect you if you are punished for filing a safety and health complaint. If you feel you have been treated unfairly for making a safety and health complaint, you have 30 days from the date of the punishment to file a discrimination complaint with the Nevada OSHA Enforcement Section of the Division of Industrial Relations.

From cuts and bruises to serious accidents, coverage begins the first minute you're on the job. Most on-the-job injuries are covered by Workers' Compensation Insurance.

It is your responsibility to report any on-the-job injury immediately. Your employer must file an "Employer's Report of Injury" (C3 Form) within six working days after the receipt of a "Claim for Compensation" (C4 Form) from a physician or chiropractor.

Remember, it is fraud to file an industrial insurance claim if you are not injured on the job. Filing a false claim will result not only in a loss of benefits, but could mean costly fines and/or jail time.



I have (check one) ☐ read this document or ☐ viewed the videotape, entitled "Nevada Workplace Safety: Your Rights and Responsibilities" and I understand my rights and responsibilities for safety in the workplace.

Employee Name (please print) _____ Date _____

Employee's Signature _____

Place of Working Videotape _____

Employee's Name (please print) _____

Employee's Signature (or representative) _____

Note: This poster must be provided in the employer's personnel file.

Any employee who does not understand this document should contact his or her supervisor, employee representative or the Division of Industrial Relations of the Nevada Department of Business & Industry.
Las Vegas: (702) 446-9140
Reno: (775) 824-4630
Elko: (775) 778-3312
Toll-Free: (877) 454-7219

EMPLOYER RIGHTS AND RESPONSIBILITIES

The Safety Consultation and Training Section of the Division of Industrial Relations, Nevada Department of Business & Industry, was created to assist employers in complying with Nevada laws which govern occupational safety and health.



A Nevada employer with 11 or more employees must establish a written workplace safety program. A safety committee is required if you have more than 25 employees or if an employer's employees are engaged in the manufacturing of explosives.

The Safety Consultation and Training Section of the Division of Industrial Relations is available to provide a workplace hazard assessment. This service can assist employers in minimizing on-the-job hazards, and is provided at no charge. The Division also offers no cost safety training and informational programs for Nevada employers.

You must maintain a workplace that is free from unsafe conditions.

As an employer you are responsible for complying with all Nevada safety and health standards and regulations found in the:

- Nevada Occupational Safety and Health Act
- Occupational Safety and Health Standards and Regulations

Copies of all occupational safety and health standards and regulations are available from the Division of Industrial Relations (Safety Consultation and Training Section and the Nevada OSHA Enforcement Section) or on the web at www.4safenv.state.nv.us.

You are also responsible for ensuring that your employees comply with these same rules, standards and regulations. You must select someone to administer and enforce occupational safety and health programs in your workplace.

Before assigning an employee to a job, you must provide proper training in:

- Safe use of equipment and machinery
- Personal protective gear
- Hazard recognition
- Emergency procedures

You must also inform all employees of the safety rules, regulations and standards which apply to their respective duties.

It is your responsibility to maintain accurate accident, injury and safety records and reports. These files must be made available, upon request, to the affected employee and representatives of the Division of Industrial Relations, Nevada OSHA Enforcement Section.



The Nevada Safety and Health Poster, provided by the Division of Industrial Relations, must be posted in a prominent place on the job site.

Report immediately to the Division of Industrial Relations (Nevada OSHA Enforcement Section) all job-related fatalities, as well as those accidents where three or more employees require hospitalization.



Employers must acquire and maintain Workers' Compensation Insurance at all times. You are responsible for filing any workers' compensation claims with your employer.

The law requires that employers shall provide newly-hired employees with a copy of this document or with a video setting forth the rights and responsibilities of employers and employees to promote safety in the workplace.

Employers shall keep a signed copy of the attached receipt in the employee's personnel file to show he or she has been made aware of these rights and responsibilities.



State of Nevada Department of Business & Industry
Division of Industrial Relations Safety Consultation and Training Section

Las Vegas: (702) 486-9140
Reno: (775) 824-4630
Elko: (775) 778-3312
Toll-Free: (877) 4SAFENV

To obtain this communication in alternative formats, contact the Division of Industrial Relations.

ADDITIONAL INFORMATION

If you require further information or would like to obtain copies of safety and health standards and regulations, contact the following:

State of Nevada Department of Business & Industry Division of Industrial Relations Safety Consultation and Training Section

In Southern Nevada
1301 N. Green Valley Parkway
Suite 200
Henderson, NV 89074
(702) 486-9140
Fax: (702) 990-0362

In Northern/Central Nevada
4600 Kietzke Lane
Suite E-144
Reno, NV 89502
(775) 824-4630
Fax: (775) 688-1478

In Northeastern Nevada
350 West Silver Street
Suite 210
Elko, NV 89801
(775) 778-3312
Fax: (775) 778-3412

Or Call Toll-Free
1 (877) 4SAFENV (472-3368)
www.4safenv.state.nv.us

State of Nevada Department of Business & Industry Division of Industrial Relations Nevada OSHA Enforcement Section

In Southern Nevada
1301 N. Green Valley Parkway
Suite 200
Henderson, NV 89074
(702) 486-9020
Fax: (702) 990-0358

In Northern Nevada
4600 Kietzke Lane
Suite F-153
Reno, NV 89502
(775) 824-4600
Fax: (775) 688-1378

A video of this information is available in English and Spanish through the Division of Industrial Relations, Safety Consultation and Training Section. This document may be copied. For additional copies, contact the Division of Industrial Relations or visit www.4safenv.state.nv.us.



HARD HAT POLICY

Hard Hats are mandatory when in the Pit (Dumping) Area of all facilities, and all other designated areas. Additionally, you are required to wear a Hard Hat in the Pit Area anytime that you exit the protection of the truck. Failure to wear your Personal Protection Equipment will result in disciplinary action.

Industrial Roll-Off drivers must wear hat protection whenever they work outside of their vehicle.

Hard Hats must meet all OSHA & ANSI standards and must be of a high visibility color. Republic Services issues an acceptable lime green hat to all new employees at no charge. The employee is responsible for this hat. If you lose your hat, please contact a supervisor immediately.

By signing below I fully understand my responsibilities of wearing a Hard Hat and the protection that it will provide me.

Print Name

Date

Employee Signature



REPORTING AN OCCUPATIONAL INJURY/ILLNESS ACKNOWLEDGEMENT FORM

Any employee who is injured or becomes ill while working must report the incident to his/her immediate supervisor by the end of the shift during which the injury or illness occurred.

Failure to report a work injury/illness before the end of your shift may result in termination.

I understand that I must report a work injury or illness to my immediate supervisor by the end of my shift. I understand that I may be terminated for failing to report a work injury/illness before the end of my shift.

An Occupational Injury/Illness Report form has also been provided.

Print Name

Date

Employee Signature



Occupational Injury / Illness Report

This report must be completed whenever a Republic Services employee, including a student worker, is injured or becomes ill during the course of his/her employment with the company.

You must report the injury / illness to your immediate supervisor by the end of your shift per CBA Article 2, Section 7. Failure to report injury / illness before end of shift may result in termination.

Name of injured / ill employee (please print): _____

Job Title: _____ Department: _____

Your home address: _____

Home Phone: _____

Supervisor's Name: _____ Supervisor's phone: _____

Date of injury or onset of illness: _____ Time of injury: _____

Please provide a description of the injury / illness, including specific body part (s) affected and type of injury / illness (i.e., low back strain, laceration to right hand, burn to left hand, etc.):
body parts (s) injured (be specific; include right or left side of body): _____

Type of injury / illness: _____

What were you doing when the injury / illness occurred or when you first noticed symptoms?

Employee's signature: _____ Date: _____

Facts About Hepatitis B for Adults

What is hepatitis B?

Hepatitis B is a serious liver disease caused by the hepatitis B virus (HBV). The virus can affect people of all ages. Once infected, some people are never able to rid themselves of the virus. This long-term or “chronic” HBV infection can lead to liver cirrhosis, liver cancer and death. The virus is found in the blood and body fluids of infected people and is most often spread among adults through sexual contact or by sharing needles and other drug paraphernalia with an infected person. HBV can also be spread through normal household contact with HBV-infected persons, or by passage of the virus from an HBV-infected mother to her infant during birth.

Symptoms

Hepatitis B can often be a “silent disease” that affects people without making them feel sick; this is more common among children. People who do get sick from hepatitis B might experience loss of appetite, tiredness, stomachache, nausea and vomiting. They might also experience yellowing of the whites of the eyes (jaundice) and/or joint pain. People with chronic HBV infection usually do not feel sick for many years, but will have symptoms if they develop the most serious complications from hepatitis B, like cirrhosis or liver cancer.

Treatment

There is no specific treatment for newly acquired HBV infection. Medicines are available to treat people with chronic hepatitis B. These medicines work for some people, but not for all.

Prevention

Safe, effective hepatitis B vaccines are available. The vaccines are used to protect everyone from newborn babies to older adults. The vaccination series is usually given as three doses over a six-month period. However, more flexible schedules can be used. Hepatitis B vaccine is recognized as the first anti-cancer vaccine because it can prevent liver cancer caused by chronic HBV infection.

Who should get hepatitis B vaccine?

- ◆ All children and adolescents from birth through 18 years of age.
- ◆ **Persons at risk of sexual HBV transmission:** men and women who have had more than one sex partner during the previous six months or who have had a recently acquired sexually transmitted disease (STD); men who have sex with men; and persons receiving treatment for STDs, and persons with HIV infection.
- ◆ **Persons at risk of HBV transmission by percutaneous or mucosal exposure to blood:** people whose jobs potentially expose them to human blood or blood-contaminated body fluids, including most healthcare workers and some public safety workers; injection drug users; and persons with end-stage kidney disease.
- ◆ **People living with or having sexual contact with a person who has chronic HBV infection.**
- ◆ **Travelers who live or work for at least six months in areas where HBV infection is of high or intermediate endemicity, or who stay for shorter periods and will likely have contact with blood (e.g., in a medical setting) or sexual contact with local persons.**
- ◆ **Inmates of correctional facilities, including all inmates who receive a medical evaluation in federal and state prisons, jails, and juvenile correction facilities.**
- ◆ **Residents and staff of institutions and nonresidential daycare facilities for developmentally disabled persons.**
- ◆ **People with chronic liver disease including hepatitis C.**
- ◆ **All adults requesting protection from HBV infection.**

Settings where hepatitis B vaccination is recommended for all adults

- STD treatment facilities
- HIV testing and treatment facilities
- Facilities providing drug-abuse treatment and prevention services
- Healthcare settings targeting services to injection-drug users or men who have sex with men
- Correctional facilities
- End-stage renal disease programs and facilities for chronic hemodialysis patients
- Institutions and residential daycare facilities for persons with developmental disabilities

National Foundation for Infectious Diseases
4733 Bethesda Avenue, Suite 750, Bethesda, MD 20814
(301) 656-0003. Web site: www.nfid.org August 2009

Facts About Hepatitis B for Adults

- FACT:** Hepatitis B virus (HBV) infection can be prevented with a safe and effective vaccine.
- FACT:** You cannot get hepatitis B from the hepatitis B vaccine.
- FACT:** During the 1970s and 1980s, 200,000 to 300,000 persons were infected with HBV each year in the United States.
- FACT:** Hepatitis B incidence has declined substantially since 1991 when a strategy to eliminate HBV transmission through immunization began to be implemented. The decline in incidence has been greatest among children and adolescents, who are recommended to be routinely vaccinated against hepatitis B.
- FACT:** In 2007, rates of new cases of acute hepatitis B were highest among adults aged 30 – 44 years of age.
- FACT:** More than 50% of new hepatitis B cases could be prevented if hepatitis B vaccination were routinely offered to all persons attending sexually transmitted disease clinics and to all correctional facility inmates.
- FACT:** About 42% of adults who become infected with HBV have a risk factor for infection in 2007.
- FACT:** Even if a person infected with HBV does not feel sick, he or she can still infect others.
- FACT:** HBV infection can result in chronic (life-long) infection that increases a person's risk of developing chronic liver disease, including cirrhosis and liver cancer.
- FACT:** An estimated 800,000- 1.4 million people in the United States have chronic HBV infection.
- FACT:** HBV infection kills about 2,000 to 4,000 people in the United States each year, usually as the result of complications from chronic liver disease.
- FACT:** HBV is found in blood and other body fluids such as semen and vaginal secretions. The hepatitis B virus is 100 times more infectious than HIV, the virus that causes AIDS.
- FACT:** Hepatitis B is a sexually-transmitted disease but can also be transmitted during normal household contact with an infected person.
- FACT:** The hepatitis B vaccine is the first vaccine that prevents a form of cancer — liver cancer.
- FACT:** Infants born to HBV-infected women have a very high chance of getting HBV infection from their mothers unless they receive their first hepatitis B vaccination at birth.

Vaccine Safety

Hepatitis B vaccine is safe and effective. You cannot get hepatitis B from the vaccine. The most common side effect of the vaccine is soreness at the injection site. As with any medicine, there are very small risks that serious problems could occur after getting the vaccine. However, the potential risks associated with hepatitis B disease are much greater than the potential risks associated with the hepatitis B vaccine.

Offer of Hepatitis B Vaccination

This is to certify that I have received Hepatitis B information from the medical provider and have considered the purpose and advisability of Hepatitis B immunization, and have been given the opportunity to ask questions regarding the vaccination.

_____ **I CONSENT** to receiving the Hepatitis B immunization

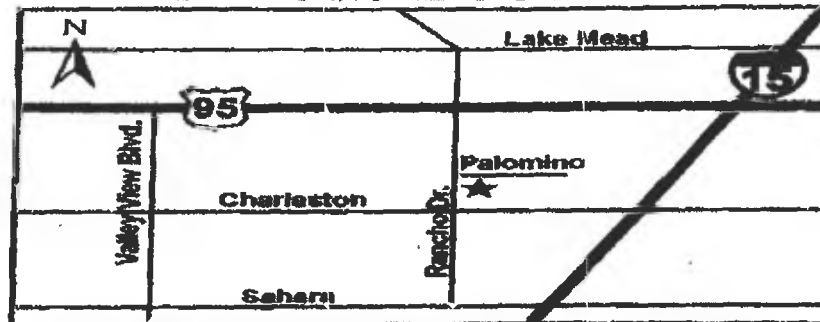
OR

I understand that due to my occupational exposure to blood or other potentially infectious materials that I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have the opportunity to be vaccinated with Hepatitis B vaccine at no charge to myself. However, I decline Hepatitis B vaccination as this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials, and am still employed by the Company, and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination at no charge to me (29 CFR 1910.1030, Appendix A).

_____ **I REFUSE** the administration of the Hepatitis B vaccine

Employee Name (Printed)				Employee Name (Signature)	
Witness Name (Printed)				Witness Name (Signature)	
Date of Signatures					
Date Vaccinated	Name of Site	Vaccine	Lot Number	Signature of Person Administering Vaccine	

RANCHO LOCATION



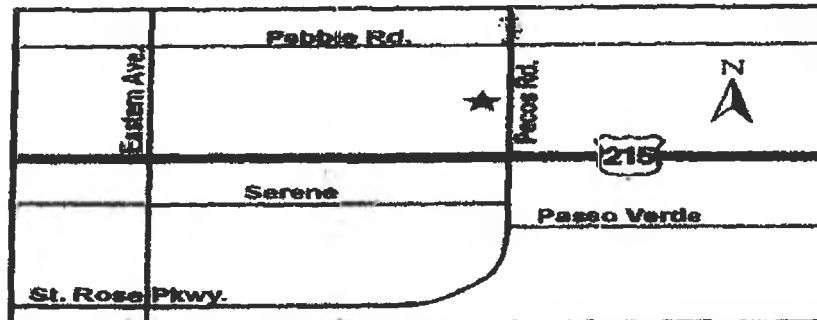
801 S. Rancho, Ste. F1, Las Vegas, 89106
702.474.4454

Open:

Monday, Tuesday & Friday
8:00 a.m. – 6:00 p.m.

Wednesday & Thursday
8:00 a.m. – 8:00 p.m.

HENDERSON LOCATION



9005 S. Pecos Rd., Ste. 2600, Henderson, 89074
702.474.0472

Open:

Monday – Thursday
8:00 a.m. – 6:00 p.m.

Friday 8:00 a.m. – 12 noon



DRUG AND ALCOHOL-FREE WORKPLACE POLICY AND PROCEDURES ACKNOWLEDGEMENT

Please read and sign this Acknowledgement and return it to Human Resources after you read the Drug- and Alcohol-Free Workplace Policy ("Policy") and Procedures ("Procedures"). You must return this document within one week of receiving it.

I have received and read the Company's Drug- and Alcohol-Free Workplace Policy and Procedures (which defines all capitalized terms below) and acknowledge that I must comply with them. I agree to direct any questions or concerns regarding the Policy and Procedures to my General Manager or a Human Resources or Safety Manager. I understand that my compliance with the Policy and Procedures is a condition of continued employment with the Company. *If I am a driver covered by DOT drug/alcohol rules, this signed Acknowledgment constitutes my Certificate of Receipt of drug/alcohol educational materials required to be provided to such drivers.*

Pursuant to the Policy and Procedures, I understand that I may be tested for Alcohol and/or various Controlled Substances, the possession and use of which are regulated and/or prohibited by federal law. I consent to such testing, and authorize the release of my test results and related information to the Company. Subject to applicable law, I also authorize the Company to release my test results and related information to State Worker's Compensation Boards, the State Unemployment Compensation Commissions and/or relevant government agencies and/or as required or permitted by law.

I also understand that:

- My employment will be terminated for any positive Controlled Substance or Alcohol test, unless termination is otherwise prohibited by applicable law or contract;
- It violates the Policy and Procedures for me to report for Work or to be At Work if:
 - I am in possession of or using Alcohol (subject to the very limited exceptions contained in the Procedures) or Illegal Drugs
 - I have been found to purchase, manufacture, transport, distribute or sell Illegal Drugs or other illegal intoxicants
 - I have violated any criminal law related to the purchase, possession, use, transportation or distribution of Illegal Drugs, Alcohol, or other illegal intoxicants while At Work
 - I am using Illegal Drugs that impair my ability to safely perform my job as addressed in the Procedures

- I have consumed any Alcohol within four hours prior to reporting for Work or while At Work (subject to the very limited exceptions contained in the Procedures) including during meals, breaks or lunch periods;
- It violates the Policy and Procedures to use Illegal Drugs at any time or to use any Legal Drugs that require a prescription without a valid prescription in my name;
- I have certain obligations as set forth more explicitly in the Procedures if I am taking a Legal Drug or over-the-counter medication that may alter or affect my ability to safely perform my job;
- Any failure by me to take a test when and under the terms directed by the Company will be treated as a refusal to cooperate, which has the same consequences as a positive test;
- Any adulteration of a sample I am required to provide under the Policy and/or Procedures or obstruction of the testing process will be treated as a refusal to cooperate, which has the same consequences as a positive test;
- I am in violation of the Policy and Procedures if I am convicted of or plead guilty or no contest to driving under the influence or any similar drunk driving law, which violation takes place while At Work or while driving a Company vehicle or rental vehicle obtained for use on Company business;
- If I am convicted of, plead guilty to, or am sentenced for a crime involving Illegal Drugs, I must report such conviction, plea or sentence to the Company within five days, and, if I commit any act prohibited by the Policy or Procedures, I must promptly advise the Company; and
- Engaging in any conduct prohibited by or in violation of the Company's Policy and Procedures, including conduct not specifically addressed in this Acknowledgment, may result in disciplinary action, up to and including, termination.

Date

Printed Name

Employee Signature



Benefits Overview

Within 45 days of your start date, you will receive a benefits packet in the mail. If you do not receive a packet, call the Benefits Center at 800-811-0689. The packet will include information for all benefits offered to employees. It is your responsibility to insure you enroll in benefits prior to your 91st calendar day of employment. You can enroll via telephone or online through our intranet, *Inside Republic*.

If you do not enroll by your effective date, you will need to wait until open enrollment in March of the next calendar year to enroll. Our benefit year runs April 1 – March 31.

The following is a summary of offered benefits:

- **Build Your Own Medical Plan**
- **Health Care/Dependent Care Spending Account (Flexible Spending – FSA)**
- **Dental**
- **Vision**
- **Basic Life Insurance – *Company Paid***
- **Supplemental Employee, Spouse and Child Life Insurance**
- **Basic Accidental Death & Dismemberment – *Company Paid***
- **Supplemental Employee Accidental Death & Dismemberment**
- **Short & Long-term Disability Insurance – *50% Company Paid***
- **Short & Long-term Disability Insurance – *10% “buy up” option***
- **Employee Assistance Program – *Company Paid***
- **401(k) Plan – *4% Company Match ** FREE MONEY*****
- **Employee Stock Purchase Plan**

Links to all benefits can be found on Inside Republic/My Republic Services or by calling 800-811-0689

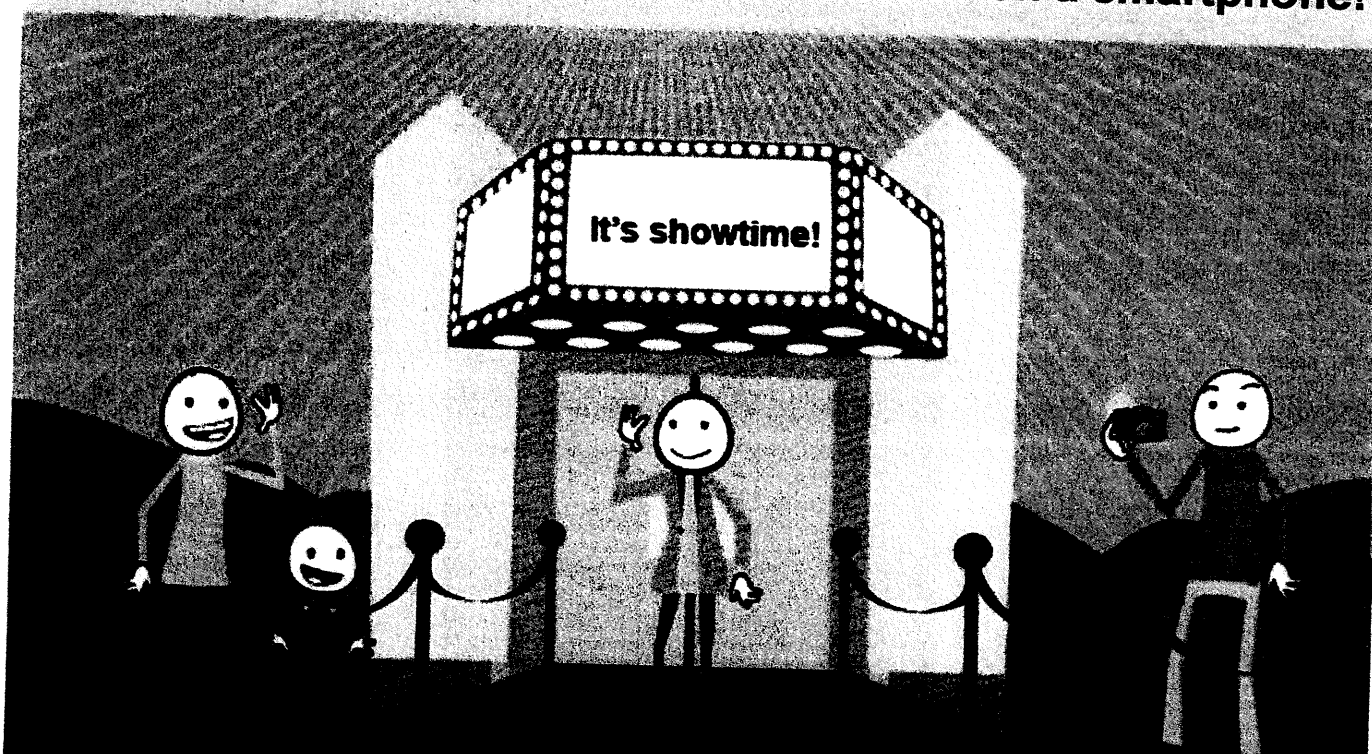


LIGHTS, CAMERA, ENROLL



**As a new hire,
you have an all-access pass to your benefits!**

Text rsibenefits to 88202 to watch the video on a smartphone!



The information in this video applies to nonunion employees and employees who are covered by a collective bargaining agreement that provides coverage in the company's benefits plan. If you are covered by a collective bargaining agreement, please refer to your union contract and the Enrollment Worksheet in your benefits packet as benefits may differ.

Benefits



Health and Welfare Benefits

Click here for more information regarding medical, dental and other Health & Welfare benefits

[Go!](#)



Retirement Benefits

Information and links to Republic Services sponsored Retirement benefits

[Go!](#)



Deferred Compensation & Equity

Information and links to Deferred Compensation and Equity benefits

[Go!](#)



Employee Stock Purchase Plan (ESPP)

Purchase Republic Services stock at a discount

[Go!](#)



Leave of Absence

Click here for information and resources related to leave of absence

[Go!](#)



Employee Assistance Program

Referral and resource program available to all employees

[Go!](#)

Health Care – United Health Care

Visit: www.myuhc.com

Call: 800-980-7507 (available 8 a.m. – 4 p.m. CST)

Dental Coverage - CIGNA

Visit: www.cigna.com

Call: 800-244-6224

Vision – VSP

Visit: www.vsp.com

Call: 800-877-7195

(available Monday - Friday 5 a.m. to 8 p.m.; Saturday 7 a.m. to 8 p.m.; Sunday 7 a.m. to 7 p.m., Pacific Time)

Life Insurance/AD&D - Aetna

Visit: www.aetna.com

Call: 800-523-5065

(available Monday - Friday 5 a.m. to 8 p.m.; Saturday 7 a.m. to 8 p.m.; Sunday 7 a.m. to 7 p.m., Pacific Time)

Short & Long-term Disability - CIGNA

Visit: www.CIGNA.com

Call: 800-362-4462

Employee Assistance Program

Visit: www.guidanceresources.com

(Use Web ID: REPUBLIC to create your username and password as first-time user)

Call: 800-331-3684

401(k) - Vanguard

Visit: www.vanguard.com

Call: 800-523-1188

Stock Purchase Program - Merrill Lynch

Visit: www.merrilllynch.com

Call: 855-560-5093

Employment Verification – The Work Number

Visit: www.theworknumber.com

(Employer Code: 12569)

Call: 800-367-5690

Instructions to select paperless Direct Deposit and W-2

Step 1: Go to URL <https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/eReports?cid=700330>

Step 2: Choose "register based on check"

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/eReports?cid=700330 - Microsoft Internet Explorer p

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/eReports?cid=700330

File Edit View Favorites Tools Help Links Google Lawson Portal Login My Citrix.repsrv.com

https://www.ereports.ceridian.com/ereports/cgi-bin/3p...

Home Print Page Tools

changing the world of work CERIDIAN

Welcome to REPUBLIC SERVICES INC B1

Login:
Password:
Login
Forgot Login Information?

If you do not already have a password, you can create an account by going through the 3-step self service registration process. During this process you will provide information that allows us to validate who you are, based on the documents that we have on file. You can then create a username and password you can use to login and begin viewing your documents.

Since the information you enter will be validated against the documents that we have on file, the first step is to decide what type of document you would like to use to validate your registration information.

- If you would like to register based on your W-2, click here.
- If you would like to register based on your CHECK, click here.

Register based on check

TurboTax
for the Web

Don't take chances!
Get every credit & deduction you deserve.
JACKSON HEWITT

For security purposes, when finished using this web site, do not forget to logout.

This site best viewed with Internet Explorer 6.0 or higher
and Adobe Acrobat Reader 6.0 or higher.

Internet 100%

Step 3: Enter the Company code is "repsrv", your first name, last name, SSN, and for check number it will be the **advice number** located at bottom right on your pay check.

Step 4: Click on submit

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/cid/700330/enc/E6B666B63B548703274A4D - Microsoft Internet Explorer p

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/cid/700330/enc/E6B666B63B548703274A4D3225B0E738F

File Edit View Favorites Tools Help Links Google Lawson Portal Login My Citrix.repsrv.com

https://www.ereports.ceridian.com/ereports/cgi-bin/3p...

Home Web Print Page Tools

changing the world of work **CERIDIAN**

Go back to welcome page
Contact Us

TurboTax
for the Web.
\$25 off
tax preparation
CLICK HERE
JACKSON HEWITT

Self Service Signup Using Your Check

You have selected to sign up by validating your information against Check/DDAs that we have on file for you. The information you enter below must match against one of your last three Checks/DDAs. Once you have filled out all fields, click the submit button to register.

" Company Access Code: provided by your employer

" First Name: Upper or lower case

" Last Name: Upper or lower case

" SSN: Digits only

" Check/DDA Number: include any leading zeros

Submit

**Enter code:
REPSRV**

**Enter Advice
Number**

*For security purposes, when finished using this web site, do not forget to logout.

This site best viewed with Internet Explorer 6.0 or higher

Done Internet 100%

Step 5: Create a username and password easy to remember **use a personal email**

Step 6: Read the Privacy disclosure at bottom and check the box once completed click on submit

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/cid/700330/enc/D1E23B780A8AE8F77D7E33 - Microsoft Internet Explorer p

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/cid/700330/enc/D1E23B780A8AE8F77D7E33A40A2898A2

File Edit View Favorites Tools Help Links Google Lawson Portal Login My Citrix.repsrv.com

Home Print Page Tools

changing the world of work **CERIDIAN**

Go back to welcome page

TurboTax
For The Web

\$25 off
tax preparation
CLICK HERE
JACKSON HEWITT
TAX SERVICE

Create Account

We have verified your information. You may now create an account that you can use to come back and view all your documents.

* User ID:

* Password: [Click Here for more information.](#)

* Password: Enter same password as above

* E-mail address:

In case you lose your password, the following password hint will be e-mailed to you.

* Password hint:

Please read the Terms & Conditions Statement below before creating an account.

This privacy disclosure applies to this website hosted by Ceridian.

This disclosure was last updated on January 16, 2006. Links are provided to third party websites to facilitate the transfer of your

☐ I have read the Terms & Conditions Statement and agree to them.

Submit

***For security purposes, when finished using this web site, do not forget to logout.**

This site best viewed with Internet Explorer 6.0 or higher

Done Internet 100%

Step 7: Log in with the username and password you just created

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/ereports?cid=700330&USER_CREATE_ACTION=user_adde

Microsoft Internet Explorer

File Edit View Favorites Tools Help

Links Google Lawson Portal Login My Click.repsrv.com

Home Print Page Tools

changing the world of work CERIDIAN

Welcome to REPUBLIC SERVICE INC B1

Login: drimmer

Password: *****

Login

Forgot Login Information?

Turbolax
For The Web

Don't take chances!
Get every credit & deduction you deserve.
JACKSON HEWITT

Your account successfully created

If you do not already have a password, you can create an account by going through the 3-step self service registration process. During this process you will provide information that allows us to validate who you are, based on the documents that we have on file. You can then create a username and password you can use to login and begin viewing your documents.

Since the information you enter will be validated against the documents that we have on file, the first step is to decide what type of document you would like to use to validate your registration information.

- If you would like to register based on your W-2, click here.
- If you would like to register based on your CHECK, click here.

"For security purposes, when finished using this web site, do not forget to logout."

Internet 100%

Step 8: To go paperless click on the left hand side the option "sign up to stop receiving paper statements"

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/cid/700330/enc/4C068A8F671127461E1993892542EE089

Microsoft Internet Explorer

File Edit View Favorites Tools Help

Links Google Lawson Portal Login My Click.repsrv.com

Home Print Page Tools

changing the world of work CERIDIAN

View My Documents

My Account Information

View Account History

Sign up to stop receiving paper statements

Notification Settings

Get Adobe Acrobat Reader

Contact Us

Logout

Turbolax
For The Web

\$25 off tax preparation
CLICK HERE
JACKSON HEWITT

General Documents

Document Type: ALL

w/ 30 Days

Search W-2s/W-2Cs for tax year: 2008

Search

Click on this link to stop paper statements

Date	Subsidiary	Type	[view]
10/30/2009	REPUBLIC SERVICES OF BOFA	DDA	[view]
10/16/2009	REPUBLIC SERVICES OF BOFA	DDA	[view]

Internet 100%

Step 9: Select **Electronic copy** for both the W-2 and DDA (which is your paper copy of your check) then click on submit.

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/cid/700330/enc/F58A23CD13021629A7A50A - Microsoft Internet Explorer p

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/cid/700330/enc/F58A23CD13021629A7A50ACB5151DF642

File Edit View Favorites Tools Help Links Google Lawson Portal Login My Citrix reports.com

Home Print Page Tools

changing the world of work CERIDIAN

View My Documents

My Account Information

View Account History

Sign up to stop receiving paper statements

Notification Settings

Get Adobe Acrobat Reader

Contact Us

Logout

TurboTax
for the Web

\$25 off
tax preparation

CLICK HERE

JACKSON HEWITT
TAX SERVICE

Electronic/Paper Mail Delivery

Select how you want to receive your reports.

There are currently two delivery options:

Electronic only:
The document will be loaded to this web site. You will not receive a paper copy

I want a paper copy:
A paper copy of the report will be created and provided to you. In addition, the document will be loaded to this web site.

For each report type, please select the delivery option. Once you click the Submit button, if you do not want to change the settings, click documents.

Report	Delivery option
W-2	<input type="radio"/> Electronic only <input checked="" type="radio"/> I want a paper copy
W-2C	<input checked="" type="radio"/> Electronic only <input type="radio"/> I want a paper copy
DDA	<input type="radio"/> Electronic only <input checked="" type="radio"/> I want a paper copy
Check	<input checked="" type="radio"/> I want a paper copy

Submit

Select electronic copy for items you no longer want to receive a paper statement

Internet 100%

Step 10: Next to receive notifications of your check being deposited select the option on left-hand side notification settings and select **"send me e-mail"** for what options you would like an email sent.

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/cid/700330/enc/31C488F059809FDB63DBA1 - Microsoft Internet Explorer

https://www.ereports.ceridian.com/ereports/cgi-bin/3pp.pl/cid/700330/enc/31C488F059809FDB63DBA1F61BD35696E

File Edit View Favorites Tools Help Links Google Lawson Portal Login My Citrix.repsrv.com

Home Print Page Tools

changing the world of work **CERIDIAN**

View My Documents

My Account Information

View Account History

Sign up to stop receiving paper statements

Notification Settings

Get Adobe Acrobat Reader

Contact Us

Logout

Email Notification Options

With Ceridian's email notification options, you can select whether you want to receive notifications for particular documents.

There are currently two notification options:

Send me e-mail: You will be sent an e-mail notification of the delivery method of your documents in this web site, regardless of the delivery method.

No e-mail: No e-mail will be sent.

For each report type, please select the notification option. Once you are satisfied with the settings, click the Submit button. If you do not want to change the settings, click here to go back to viewing your documents.

Report	Notification Options
W-2	<input checked="" type="radio"/> Send me e-mail <input type="radio"/> No e-mail
W-2C	<input type="radio"/> Send me e-mail <input type="radio"/> No e-mail
DDA	<input type="radio"/> Send me e-mail <input type="radio"/> No e-mail
Check	<input type="radio"/> Send me e-mail <input type="radio"/> No e-mail

Submit

TurboTax
For the Web

Don't take chances!
Get every credit & deduction you deserve.

JACKSON HEWITT
TAX SERVICE

Internet 100%

*****You have now completed the paperless process and will start receiving no paper statements one or two weeks from the moment you sign up.*****



Cheyenne Transfer Station

Refrigerant Containing Appliances - Program & Procedures

What are Refrigerant Containing Appliances?

- Appliances with Cooling Elements
 - Household Refrigerators & Freezers
 - Window Air Conditioners
 - Water Coolers
 - Vending Machines
 - Ice Makers

Why are do Refrigerant Containing Appliance receive special attention and require special handling?

- These appliances rely on ozone-depleting refrigerants and their substitutes
- US EPA regulations mandate the removal of refrigerants prior to disposal

Refrigerant Containing Appliances accepted at the Cheyenne Transfer Station

- Household Refrigerators & Freezers
- Window Air Conditioners
- Water Coolers
- Ice Makers
- Dehumidifiers
- Vending Machines

What do we do if a Refrigerant Containing Appliance is disposed of at the work face?

- Require the hauler to unload the Appliance off their vehicle in the designated Refrigerant Area

Screening & Acceptance Procedure:

SCALE ATTENDANT

- Make sure the Refrigerant has the compressor and the lines have not been cut
- Scale Attendant will provide the customer with a receipt. The receipt will state that the Refrigerant has been paid for or the customer is taking it back with them.
- If the customer is taking the Refrigerant back with them you must fill out a Load Rejection Form. It is required by the spotter to look over all loads. If you find a Refrigerant in a load you inform the customer that they must pay for the Refrigerant or take the Refrigerant back with them. If the customer is taking the Refrigerant back with them you must fill out the Load Rejection Form.

SPOTTERS

- Inspect all loads for the presence of Refrigerant Containing Appliances
 - If a customer has a Refrigerant Containing Appliance
 - Prior to Unloading
 - The Customer must provide a receipt saying that they paid for the Refrigerant before the customer unloads the Refrigerant off their vehicle.
 - Allow Customer to unload the appliance(s) per the Unloading & Handling Procedure

EXHIBIT NO. E8 RECEIVED ✓ REJECTED
28-RC-192859
CASE NC CASE NAME: Republic
NO. OF PAGES: 3 DATE: 2/21/17 REPORTER: TN

- The appliance will not be accepted and must remain with this customer when they leave the facility.

Unloading, Handling and Storage Procedure

Unloading

- While the appliance is being unloaded by a customer. The system of coils and compressor are to be protected to avoid damage that would allow the refrigerant to be released
 - Refrigerant is contained in an enclosed system of coils and a compressor.
 - Damage to this system could cause unintended release of refrigerant into the atmosphere

Handling and Storage

- Position appliances in organized isles, such that they are faced front to back in order to protect its coils.
 - Provide sufficient room between the Entrance and the Refrigerant area to allow the customers to enter the pit safely

Refrigerant Removal Procedure

- A 3rd Party technician/company will be utilized to properly remove the Refrigerant Appliances from the Cheyenne Transfer Station.
 - The technician/company must provide documentation that properly certified equipment and technician has completed the removal of refrigerant appliances
- The technician is to provide documentation that the refrigerant appliance has been removed from the Cheyenne Transfer Station.
- The facility Site Manager or Lead Man must review the technician's paper work upon completion of refrigerant removal.

U	Dept	Employee	Last Name	First Name	Schedule	Job Title	Date of Hire	ADJ DDH	Seniority Date	Rate of Pay
HEY	620	719033043	Goormastic	William	Mon- Thurs 5:30-14:00	Gate Attendant/Scale Operator	06/15/2007		06/15/2007	\$ 16.26
HEY	620	719062319	Reyes	Javier	T/W/Th/Sat 8-16:30	Gate Attendant/Scale Operator	10/20/2014		10/20/2014	\$ 13.89
HEY	620	719050835	Rivera	Edgardo	M-Th 8:00-18:30	Gate Attendant/Scale Operator	10/17/2012		10/17/2012	\$ 14.32
HEY	620	719032653	Schuler	Kyle	M/T/F/Sat 8:00-18:30	Gate Attendant/Scale Operator	05/11/2007		05/11/2007	\$ 16.25
HEY	620	719033589	Villegas	Antonio	T-F 8:00-18:30	Gate Attendant/Scale Operator	08/03/2007		08/03/2007	\$ 18.57
HEY	620	719038671	Walker	James	M/F/Sat/Sun 8:00-18:30	Gate Attendant/Scale Operator	01/29/2010		01/29/2010	\$ 17.81
HEY	620	719067627	Williams	Larry	Sat/Sun 7-17:30, M/F 8-18:30	Gate Attendant/Scale Operator	07/01/2015		07/01/2015	\$ 13.60
HEY	620	719077110	Williams	Roger	T-Sat 5:30-14:00	Gate Attendant/Scale Operator	11/28/2016		11/28/2016	\$ 13.50
HEY	620	719070349	Zuniga	Chris	Th 8-18:30, F 5:30-16:00, Sat 7-17:30	Gate Attendant/Scale Operator	12/02/2015		12/02/2015	\$ 13.50

~~E9~~
E9

EXHIBIT NO. E9 RECEIVED ☒ REJECTED

28-DC-192859
CASE NO. CASE NAME: Republic

NO. OF PAGES: 2 DATE: 2/22/17 REPORTER: TD

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

REPUBLIC SILVER STATE DISPOSAL, INC.
d/b/a REPUBLIC SERVICES OF SOUTHERN
NEVADA

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, AND
WAREHOUSEMAN, LOCAL UNION 631

Case: 28-RC-192859

**EMPLOYER'S PETITION TO REVOKE
IN WHOLE OR IN PART SUBPOENAS**

Pursuant to Section 102.66(f) of the National Labor Relations Board's Rules and Regulations, Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada (the "Company"), hereby petitions to revoke Subpoena *Duces Tecum* No. B-1-VH9JL ("Subpoena *Duces Tecum*") (Exhibit A) and Subpoena *Ad Testificandum* No. A-1-VH9CWP ("Subpoena *Ad Testificandum*") (Exhibit B) (together, the "Subpoenas"), issued on February 20, 2017. In support, the Company states as follows:

On or about February 20, 2017, the Subpoenas were delivered to the Company at 770 E. Sahara Avenue, Las Vegas, NV 89104. Subpoena *Duces Tecum* was directed to "Custodian of Records," with a document schedule appended as Exhibit A. Subpoena *Duces Tecum* required the listed materials to be produced at a hearing on September 21, 2017 at 10:00 a.m. Subpoena *Ad Testificandum* was directed to Sue Hunsberger ("Hunsberger") and required her appearance before a Hearing Officer on Tuesday, September 21, 2017 at 10:00 a.m.

EXHIBIT NO. E10 RECEIVED ✓ REJECTED
28-cc-192859
CASE NO. 28-cc-192859 CASE NAME: Rep Bliz
NO. OF PAGES: 17 DATE: 2/22/17 REPORTER: TN

The Subpoena Should be Revoked Because it Seeks Irrelevant Information, Is Facially Overbroad, Vague, and is Unduly Burdensome

The Board's Rules and Regulations require subpoenas to be revoked if "the evidence whose production is required does not relate to any matter under investigation or in question in the proceedings...." NLRB Rules and Regulations § 102.66(f). Subpoenas (or portions thereof) should be revoked to the extent that they are overbroad or seek irrelevant information. *See, e.g., Hispanics United of Buffalo*, 359 NLRB No. 37 (2012); *Clinton Food 4 Less*, 288 NLRB 597 (1988); *Brink's, Inc.*, 281 NLRB 468 (1986). If the requesting party fails to establish the relevancy of the information, the Rules and Regulations provide that the Board shall revoke the subpoena. NLRB Rules and Regulations § 102.66(f). The Board's Case Handling Manual advises that, "[a] subpoena duces tecum should seek relevant evidence and should be drafted as narrowly and specifically as is practicable." NLRB Case Handling Manual at ¶ 11776.

The Subpoenas at issue must be revoked as they require attendance and production of documents for a hearing set for "Tuesday, September 21, 2017." No such date exists. At the very least, on their face, no responsive materials are to be produced until September 21, 2017 nor is Hunsberger required to appear until that date. Further, the Subpoena is also improper to the extent at it seeks the following information:

Paragraph 1: Paragraph 1 seeks "Documents showing the corporate organizational structure for Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada." This request is overbroad and vague because it includes information regarding the entire organizational hierarchy of the Company. The only job positions relevant to the issue at the hearing are those covered under the petition and those the Company seeks to include pursuant to its statement of position. Additionally, the request should be revoked to the extent it encompasses information that is confidential, highly sensitive and proprietary. While reasserting

and not waiving the foregoing objections, the Company is willing to provide materials responsive to this request.

Paragraph 2: Paragraph 2 seeks “Job descriptions for all classifications of employees in each of the separate units you contend is appropriate.” The Company objects to the foregoing request on the grounds of vagueness. To the extent that the Company understands the foregoing request, the Company has provided materials responsive to the request.

Paragraph 3: Paragraph 3 seeks “All employee handbooks, work rules, and employment protocols applicable to employees in each of the separate units you contend is appropriate.” This request is overbroad, vague, and unduly burdensome. While reasserting and not waiving the foregoing objections, the Company has provided documents responsive to this request.

Paragraph 4: Paragraph 4 seeks “All documents governing or describing protocols for wage reviews/increases for members of each of the separate units you contend is appropriate.” This request is overbroad, vague, unduly burdensome and encompasses information that is confidential, highly sensitive and proprietary. While reasserting and not waiving the foregoing objections, the Company is willing to provide representative redacted materials responsive to this request.

Paragraph 5: Paragraph 5 seeks “All documents describing protocols for hiring employees into each of the separate units you contend is appropriate.” This request is overbroad, vague, unduly burdensome and encompasses information that is confidential, highly sensitive and proprietary. While reasserting and not waiving the foregoing objections, the Company is willing to provide redacted materials responsive to this request.

Paragraph 6: Paragraph 6 seeks “Summary Plan Description for all health and welfare programs applicable to employees in each of the separate units you contend is appropriate.” This

request is overbroad, unduly burdensome and encompasses information that is confidential, highly sensitive and proprietary. While reasserting and not waiving the foregoing objections, the Company is willing to provide materials responsive to this request.

Paragraph 7: Paragraph 7 seeks “All governing documents (trust agreement, plan document) for the health and welfare program(s) applicable to employees in each of the separate units you contend is appropriate, and all contracts by which such benefits are provided (*i.e.*, any group medical and benefit plans contracts and contracts with third party administrator).” This request is overbroad and has absolutely no relevancy regarding any unit or eligibility issues. As such, it is overly broad, unduly burdensome and encompasses information that is confidential, highly sensitive and proprietary. While reasserting and not waiving the foregoing objections, the Company is willing to provide materials responsive to this request.

Paragraph 8: Paragraph 8 seeks “All governing documents for any retirement plan (trust agreement, plan document) applicable to employees in each of the separate units you contend is appropriate.” This request is overbroad and has absolutely no relevancy regarding any unit or eligibility issues. As such, it is overly broad, unduly burdensome and encompasses information that is confidential, highly sensitive and proprietary. While reasserting and not waiving the foregoing objections, the Company is willing to provide materials responsive to this request.

Paragraph 9: Paragraph 9 seeks “All workers compensation insurance contract(s) covering the units you contend are appropriate.” This request is overbroad and has absolutely no relevancy regarding any unit or eligibility issues. As such, it is overly broad, unduly burdensome and encompasses information that is confidential, highly sensitive and proprietary. While reasserting and not waiving the foregoing objections, the Company is willing to provide materials responsive to this request.

Paragraph 10: Paragraph 10 seeks “Job descriptions for the following job positions (titles approximate). A. Las Vegas Area Vice President B. Las Vegas Area Human Resources Director C. General Manager for each of the “business units” you contend is separately appropriate. D. Human Resource Manager for each of the “business units” you contend is separately appropriate.” This request is overbroad and has absolutely no relevancy regarding any unit or eligibility issues. As such, it is overly broad, unduly burdensome and encompasses information that is confidential, highly sensitive and proprietary. While reasserting and not waiving the foregoing objections, the Company is willing to provide materials responsive to this request. To the extent that such documents exist, they have or will be provided.

The Union’s Subpoenas are overly broad, vague, unduly burdensome, raises serious privacy and confidentiality concerns, and seeks irrelevant information.

WHEREFORE, Employer petitions that the Subpoenas be revoked as stated above.

Respectfully submitted,

REPUBLIC SILVER STATE DISPOSAL,
INC. d/b/a REPUBLIC SERVICES OF
SOUTHERN NEVADA

By: _____

Joshua Ditelberg
jditelberg@seyfarth.com
SEYFARTH SHAW LLP
131 South Dearborn Street, Suite 2400
Chicago, Illinois 60603
Telephone: (312) 460-5000
Facsimile: (312) 460-7000

Kaitlyn Whiteside
kwhiteside@seyfarth.com
SEYFARTH SHAW LLP
1075 Peachtree Street, N.E.
Suite 2500
Atlanta, Georgia 30309-3958
Telephone: (404) 885-1500
Facsimile: (404) 892-7056

Date: February 22, 2017

CERTIFICATE OF SERVICE

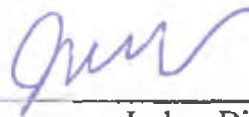
The undersigned attorney certifies that a copy of the foregoing Employer's Petition to Revoke Certain Portions of the Subpoenas was served on the Regional Director via electronic filing and on all parties of record via e-mail and U.S. Mail on this 22nd day of February 2017:

Cornele A. Overstreet
Regional Director, Region 28
2600 N. Central Avenue, Suite 1400
Phoenix, AZ 85004
Cornele.Overstreet@nrlrb.gov

Eric Myers
Counsel for Union
McCracken, Stemerman, & Holsberry
1630 S. Commerce St.
Las Vegas, NV 89102
ebm@msh.law

Tom Geraci
Business Agent
International Brotherhood of Teamsters, Chauffeurs, and Warehouseman
Local Union No. 631
700 N. Lamb.
Las Vegas, NV 89110
tomg@teamsters631.com

Christopher Giardina
Attorney
National Labor Relations Board, Region 28
300 S. Las Vegas Blvd., Suite 2-901
Las Vegas, NV 89101
Christopher.Giardina@nrlrb.gov



Joshua Ditelberg

EXHIBIT A

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

To Custodian of Records
Republic Silver State Disposal Inc. d/b/a Republic Services of
 As requested by Eric B Myers McCracken, Sternerman Southern Nevada
 whose address is 1630 S. Commerce Street Las Vegas NV 89102
 (Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer
 of the National Labor Relations Board
 at 300 Las Vegas Blvd. South, Suite 2-901
 in the City of Las Vegas Nevada
 on Tuesday Sept. 21, 2017 at 10 a.m. or any adjourned
 or rescheduled date to testify in Republic Services / Case 28-RC-192859
 (Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

B-1-VH9JL

Issued at Las Vegas NVDated: 2/20/2017

Philip A. McCracken
 Acting Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

ATTACHMENT A

1. Documents showing the corporate organizational structure for Republic Silver State Disposal, Inc. d/b/a/ Republic Services of Southern Nevada.
2. Job descriptions for all classifications of employees in each of the separate units you contend is appropriate.
3. All employee handbooks, work rules, and employment protocols applicable to employees in each of the separate units you contend is appropriate.
4. All documents governing or describing protocols for wage reviews/increases for members of each of the separate units you contend is appropriate.
5. All documents describing protocols for hiring employees into each of the separate units you contend is appropriate.
6. Summary Plan Description for all health and welfare programs applicable to employees in each of the separate units you contend is appropriate.
7. All governing documents (trust agreement, plan document) for the health and welfare program(s) applicable to employees in each of the separate units you contend is appropriate, and all contracts by which such benefits are provided (*i.e.*, any group medical and benefit plans contracts and contracts with third party administrator).
8. All governing documents for any retirement plan (trust agreement, plan document) applicable to employees in each of the separate units you contend is appropriate.
9. All workers compensation insurance contract(s) covering the units you contend are appropriate.
10. Job descriptions for the following job positions (titles approximate).
 - A. Las Vegas Area Vice President
 - B. Las Vegas Area Human Resources Director
 - C. General Manager for each of the “business units” you contend is separately appropriate.
 - D. Human Resource Manager for each of the “business units” you contend is separately appropriate.

B-1-VH9JJL

RETURN OF SERVICE

I certify that, being a person over 18 years of age, I duly served a copy of this subpoena

(Check method used.)

- ☐ by person
- ☐ by certified mail
- ☐ by registered mail
- ☐ by telegraph
- ☒ by leaving copy at principal office or place of business at

Republic Services
770 E. Sahara
Las Vegas NV 89104

on the named person on

Feb 20 2017

(Month, day, and year)

Tom Geraci

(Name of person making service)

Transit Lvd 631

(Official title, if any)

CERTIFICATION OF SERVICE

I certify that named person was in attendance as a witness at

on

(Month, day or days, and year)

(Name of person certifying)

(Official title)

TEAMSTERS LOCAL UNION NO. 631
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



WELLS FARGO BANK, N.A.
63255 RAINBOW BLVD. STE. 210
LAS VEGAS, NEVADA 89118
94-7074
3212

06/06/00 \$43.00

068508

PAY
TO THE
ORDER
OF

Republic Services of Southern Nevada
Forty three dollars & no/100's

\$43.00 —

Custodian of Records
Case 28-RC-192859

[Signature]
[Signature]
VOID AFTER 90 DAYS

⑈068508⑈ ⑆321270742⑆ 7221571701⑈

EXHIBIT B

SUBPOENA

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARDTo Sue HunsbergerAs requested by Eric B. MYERS, McCracken, Stemeran & Johnsonwhose address is 1630 S. Commerce St. Las Vegas NV 89102
(Street) (City) (State) (ZIP)YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at 300 S. Las Vegas Blvd., Suite 2-901in the City of Las Vegas Nevadaon Tues. Sept-21 2017 at 10 am. or any adjournedor rescheduled date to testify in Republic Services / Case 28-RC-192859
(Case Name and Number)

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

A-1-VH9CWP

Issued at

Dated:



Philip A. McCracken
Acting Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Case 28-RC-192859

A-1-VHSCWP

RETURN OF SERVICE

I certify that, being a person over 18 years of age, I duly served a copy of this subpoena

(Check method used.)

- ☐ by person
☐ by certified mail
☐ by registered mail
☐ by telegraph
☒ by leaving copy at principal office or place of business at

Republic Services
770 E Sahara Ave
Las Vegas NV 89104

on the named person on

Feb. 20 2017

(Month, day, and year)

Tom Geraci

(Name of person making service)

Teamsters Local 631

(Official title, if any)

CERTIFICATION OF SERVICE

I certify that named person was in attendance as a witness at

on

(Month, day or days, and year)

(Name of person certifying)

(Official title)

TEAMSTERS LOCAL UNION NO. 631
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

WELLS FARGO BANK, N.A.
63255 RAINBOW BLVD. STE. 210
LAS VEGAS, NEVADA 89118
94-7074
3212

068509

PAY
TO THE
ORDER
OF

Sue Hunsberger

Forty three dollars & no/100's

\$43.00

Subpoena Case 28-RC-192859

[Signature]
[Signature]
VOID AFTER 90 DAYS

⑈068509⑈ ⑆321270742⑆ 7221571701⑈



North Las Vegas BU 445 - Cheyenne

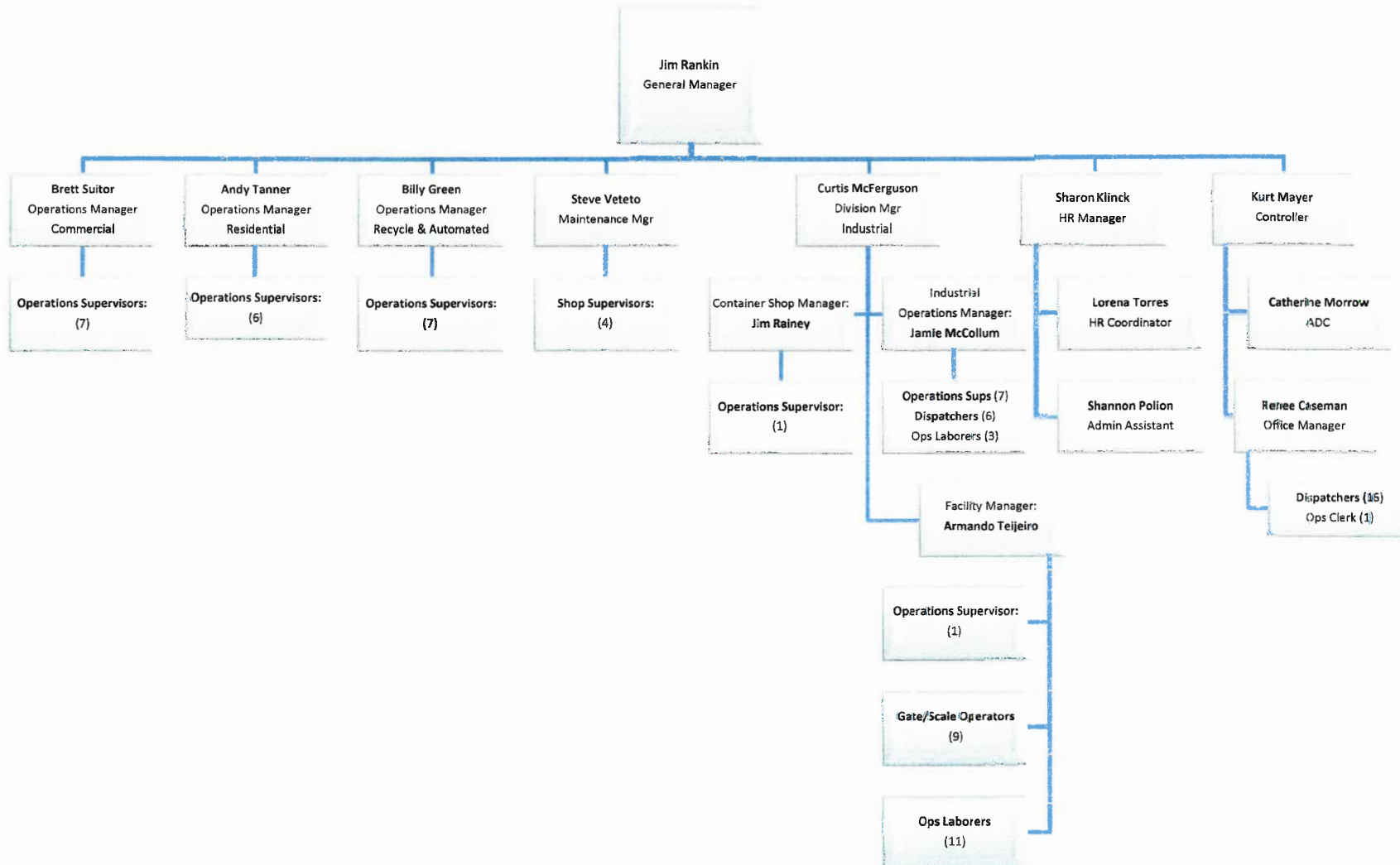


EXHIBIT NO. E11 RECEIVED ✓ REJECTED ✓

CASE NO. 28-RC-192859 CASE NAME: Rep Biz

NO. OF PAGES: 2 DATE: 2/22/17 REPORTER: TR



Safety Manual

APEX LANDFILL

I. PURPOSE

To assure that Apex Landfill Customers remain safe, Personal Protective Equipment is provided and properly used when entering the working face

The purpose of this program is to:

- a. Identify the appropriate Personal Protective Equipment to be used.
- b. Comply with 29 CFR 1910 Subpart I – Personal Protective Equipment.

Personal protective equipment for head, and extremities are included in the scope of this program.

DEFINITIONS

Personal Protective Equipment (PPE) - Equipment worn by personnel to protect against hazards. Examples include hard hats and safety vests.

RESPONSIBILITY

The General Manager, or his/her designee, is responsible for administering this Personal Protective Equipment Program. These duties include:

- a. Ensuring that review of the Customers Safety Program is performed and a hazard assessment is conducted and documented;
- b. Ensuring that personal protective equipment is available and maintained properly;

SPECIFIC REQUIREMENTS

a. Head Protection

Hardhats must be worn when not protected by an enclosed cab:

Protective helmets must comply with ANSI Z89.1, "American National Standard for Personnel Protection - Protective Headwear for Industrial Workers – Requirements," or be equally effective.

b. High Visibility Protection

All customers must wear a lime green safety vest when on the working face.

Apex Landfill will provide hard hats and vests at the scale house for customers that are not equipped with the required PPE. Upon arrival, scale house attendants will inquire as to whether the customer has the proper PPE. If the customer does not meet the requirements, the scale house attendant will take the customers drivers license, make a note on the scale ticket as to what PPE was provided, and issue the required items.

EXHIBIT NO. E12 RECEIVED ☒ REJECTED

28-20-192859
CASE NO. CASE NAME: Republic

NO. OF PAGES: 6 DATE: 2/22/17 REPORTER: TD



Safety Manual

Upon the customers exit, the scale house attendant will retrieve any hard hats and/or vests and return the drivers license.

Once the scale house attendant retrieves the PPE, it will be sanitized. Hard hats will be wiped down and sprayed with a sanitizing spray and allowed to dry completely prior to being reissued.

In addition, the following safety items must be followed.

Traffic & Safety Signs

Traffic Signs and Devices must be Obeyed

Posted Speed limits – Change throughout Landfill

- Improved Road Speed Limit onsite is 25 mph
- Un-improved Road Speed Limit onsite is 15 mph
- Active Arcas and Working Face Speed Limit is 5 mph

No passing on any Landfill roads

Stay to the right hand side of the road

No stopping on roads to un-tarp load – Areas are provided at the working face

- Heavy Equipment has Right-of-Way

Unloading Safe Practice

Overloaded Trucks are not Safe and GVW standards will be monitored.

Be aware of pedestrians and other vehicles operating and unloading near you

One person only allowed out of the vehicle at a time

Children and pets are prohibited from leaving the vehicle at any time

Leave appropriate spacing when backing and unloading-

- 50 foot spacing between end dumps
- 10 foot between all other vehicles

Hand loads will be emptied in a designated area

Be aware of the surroundings and watch for fall, slip and trip hazards

No Salvaging of any kind is permitted



We appreciate the opportunity to work with companies who share in our same commitment towards workplace health and safety. As part of our Company's safety program, we request that all drivers and helpers review specific safety information to ensure their safety and the safety of our employees, while operating at our facility.

Please review these basic to ensure you drivers safety:

1. All persons that get out of the vehicle must wear a hi-visibility vest. Vest must be worn appropriately and not draped around shoulders or tied on waist.
2. Ansi approved safety glasses must be worn in on the landfill.
3. Ansi approved hard hats must be worn on the working face.
4. Leather gloves must be worn while unloading vehicles.
5. 6" steel toe boots must be worn on site.
6. Comply with all applicable safety rules as indicated by area signage.
7. Traffic signs and devices must be obeyed.
8. Be aware of other pedestrians, forklifts, or other vehicles operating in the same area.
9. Leave appropriate spacing while dumping ie...truck 10 feet, end dumps 50 ft and all customers must remain 20 feet from heavy equipment.
10. Be aware of your surroundings, watch for fall, slip and trip hazards.

Your cooperation in conveying this information is vital in maintaining a safe work environment. We are certain that you share our commitment to employee safety and appreciate your assistance and cooperation.

Failure to comply may result in the driver being banned from Republic Services Apex facility.

If you have any questions regarding these Rules and Procedures, please don't hesitate to call us at 702-599-5917.



**REPUBLIC
SERVICES**

Apex Regional Landfill
Safety Violation Program

SAFETY
Make the right choice!



Republic Services is taking a proactive approach to increase safety awareness for all public customers, visitors, and employees while at the Apex Regional Landfill. This is for the safety of everyone at the landfill.

Your truck has been found in violation. Specifically:

- ☐ Speeding _____ MPH in a _____ MPH zone
- ☐ Passing another vehicle on a landfill road
- ☐ Other" _____

Company: _____

Phone #: _____

Address: _____

Driver: _____

Truck #: _____

Plate #: _____

This violation was issued by:

X _____

Date: _____

Time: _____

Repeat violators will have to be escorted from the Apex Front Gate scales by a Republic Services vehicle to the landfill. Excessive violators will be suspended or banned from the landfill.

Original (White) – Driver, Copy to Apex Safety (Yellow), Copy to Company (pink)

Scale House Training-2016

Employee Name: Collins, Sue

January	Emp Initial	Date	Trainer Initial
Focus 6- Adverse Weather	SC	1-20-16	ER
OSHA-Hazard Communication, MSDS Review	SC	1/26/16	ER
Bomb Threat Checklist	SC	1/26/16	ER
February	Emp Initial	Date	Trainer Initial
Focus 6- Backing	SC	2/3/16	ER
OSHA-PPE/Seatbelt Policy	SC	2/23/16	ER
Reporting Accidents & Injuries	SC	2/23/16	ER
Using Radiation Isotope Devices	SC	2/23/16	ER
March	Emp Initial	Date	Trainer Initial
Focus 6- Push, Pull, Lift	SC	3-9	ER
OSHA-Lock Out/ Tag Out	SC	3-22-16	ER
Railroad Crossing Safety	SC	3-22-16	ER
Paint Filter training	SC	3-22-16	ER
April	Emp Initial	Date	Trainer Initial
Focus 6- Intersections and Pedestrians	SC	4-12-16	ER
OSHA-Accident Prevention Signs/Tags	SC	4-18-16	ER
Customer Service/Safety	SC	4-18-16	ER
Waste Screening	SC	4-18-16	ER
May	Emp Initial	Date	Trainer Initial
Focus 6- Heat Considerations	SC	5/10/16	ER
OSHA-Ladder/Walking Surfaces/Fall Protection	SC	5/17/16	ER
Summer Safety Plan (Heat Considerations)	SC	5/17/16	ER
June	Emp Initial	Date	Trainer Initial
Focus 6- Backing	SC	6-14-16	ER
OSHA-Blood Borne Pathogens	SC	6/27/16	ER
Radiation monitoring	SC	6/27/16	ER
Industrial Waste Handling	SC	6/27/16	ER

EXHIBIT NO. E13 RECEIVED ✓ REJECTED
CASE NO. 28-CC-192859 CASE NAME: Republic
NO. OF PAGES: 13 DATE: 2/22/17 REPORTER: ①N

Staff Training-2016

Employee Name: Collins, Sue

<u>July</u>		Emp Initial	Date	Trainer Initial
Focus 6:		SC	7-13-16	EL
OSHA-Emergency Response /Facility Safety Procedures/First Aid Location		SC	7-20-16	EL
Live Fire Drill Conducted			7/26/16	EL
<u>August</u>		Emp Initial	Date	Trainer Initial
Focus 6:		SC	8-3-16	EL
OSHA-Hearing Conservation		SC	8-10-16	EL
Fire Extinguishers		SC	8-10-16	EL
<u>September</u>		Emp Initial	Date	Trainer Initial
Focus 6:		SC	9-24-16	EL
OSHA-SWPPP & SPCC		SC	9/19/16	EL
<u>October</u>		Emp Initial	Date	Trainer Initial
Focus 6:		SC	10-9-16	EL
OSHA-Confined Spaces		SC	10-20-16	EL
Slips, Trips and Falls		SC	10-20-16	EL
<u>November</u>		Emp Initial	Date	Trainer Initial
Focus 6:		SC	11-1-12	EL
OSHA-Respiratory Protection-Hand out Appendix D.		SC	11-1-12	EL
Asbestos		SC	11-1-12	EL
<u>December</u>		Emp Initial	Date	Trainer Initial
Focus 6:		SC	12-13	EL
OSHA-Drug & Alcohol Awareness/Substance Abuse Policy Review		SC	12-13	EL
End Year Safety Review		SC	12-13	EL

Scale House Training-2016

Employee Name: Cubie, Aaron

<u>January</u>	Emp Initial	Date	Trainer Initial
Focus 6- Adverse Weather	AC	1-6	GC
OSHA-Hazard Communication, MSDS Review	AC	1-13	GS
Bomb Threat Checklist	AC	1-27	GC
<u>February</u>	Emp Initial	Date	Trainer Initial
Focus 6- Backing	AC	2-3	GC
OSHA-PPE/Seatbelt Policy	AC	2-10	GC
Reporting Accidents & Injuries	AC	2-17	GC
Using Radiation Isotope Devices		2-22	
<u>March</u>	Emp Initial	Date	Trainer Initial
Focus 6- Push, Pull, Lift	AC	3-2	GC
OSHA-Lock Out/ Tag Out	AC	3-9	GC
Railroad Crossing Safety	AC	3-16	GC
Paint Filter training	AC	3-23	GC
Life Changes	AC	3-30	GC
<u>April</u>	Emp Initial	Date	Trainer Initial
Focus 6- Intersections and Pedestrians	AC	4-6-16	JF
OSHA-Accident Prevention Signs/Tags	AC	4-13-16	GC
Customer Service/Safety	AC	4-20-16	JF
Waste Screening	AC	4-22-16	JF
<u>May</u>	Emp Initial	Date	Trainer Initial
Focus 6- Heat Considerations	AC	5-4-16	JF
OSHA-Ladder/Walking Surfaces/Fall Protection	AC	5-11-16	JF
Summer Safety Plan (Heat Considerations)	AC	5-25-16	JF
<u>June</u>	Emp Initial	Date	Trainer Initial
Focus 6- Backing	AC	6-1-16	JF
OSHA-Blood Borne Pathogens	AC	6-8-16	JF
Radiation monitoring	AC	6-15-16	JF
Industrial Waste Handling	AC	6-29-16	JF

Staff Training-2016

Employee Name: Cubie, Aaron

<u>July</u>	Emp Initial	Date	Trainer Initial
Focus 6:-I	AC	7/13/16	EQ
OSHA-Emergency Response /Facility Safety Procedures/First Aid Location	AC	7-20-16	EQ
Live Fire Drill Conducted	AC	7-27-16	EQ
<u>August</u>	Emp Initial	Date	Trainer Initial
Focus 6:-I	AC	8/31/16	EQ
OSHA-Hearing Conservation	AC	8/10/16	EQ
Fire Extinguishers	AC	8/10/16	EQ
<u>September</u>	Emp Initial	Date	Trainer Initial
Focus 6:-I	AC	9/7/16	EQ
OSHA-SWPPP & SPCC	AC	9/28/16	EQ
<u>October</u>	Emp Initial	Date	Trainer Initial
Focus 6:-I	AC	10-5-16	EQ
OSHA-Confined Spaces	AC	10-27-16	EQ
Slips, Trips and Falls	AC	10-27-16	EQ
<u>November</u>	Emp Initial	Date	Trainer Initial
Focus 6:-I <u>Pedestrian</u>	AC	11-2-16	EQ
OSHA-Respiratory Protection-Hand out Appendix D.	AC	11-22-16	EQ
Asbestos	AC	11-22-16	EQ
<u>December</u>	Emp Initial	Date	Trainer Initial
Focus 6:Yes	AC	12-14-16	EQ
OSHA-Drug & Alcohol Awareness/Substance Abuse Policy Review	AC	12-14-16	EQ
End Year Safety Review	AC	12-14-16	EQ

Scale House Training-2016

Employee Name: Diaz, Estavan

<u>January</u>	Emp Initial	Date	Trainer Initial
Focus 6- Adverse Weather	ED	1-6	GL
OSHA-Hazard Communication, MSDS Review	ED	1-13	GL
Bomb Threat Checklist	ED	1-27	GL
February	Emp Initial	Date	Trainer Initial
Focus 6- Backing	ED	2-3	GL
OSHA-PPE/Seatbelt Policy	ED	2-10	GL
Reporting Accidents & Injuries	ED	2-17	GL
Using Radiation Isotope Devices	ED	2-24	GL
March	Emp Initial	Date	Trainer Initial
Focus 6- Push, Pull, Lift	ED	3-2	GL
OSHA-Lock Out/ Tag Out	ED	3-9	GL
Railroad Crossing Safety	ED	3-16	GL
Paint Filter training	ED	3-23	GL
<i>Life changes</i>	ED	3-30	GL
April	Emp Initial	Date	Trainer Initial
Focus 6- Intersections and Pedestrians	ED	4-12-16	ER
OSHA-Accident Prevention Signs/Tags	ED	4-18-16	ER
Customer Service/Safety	ED	4-18-16	ER
Waste Screening	ED	4-18-16	ER
May	Emp Initial	Date	Trainer Initial
Focus 6- Heat Considerations	ED	5/10/16	ER
OSHA-Ladder/Walking Surfaces/Fall Protection	ED	5/16/16	ER
Summer Safety Plan (Heat Considerations)	ED	5/16/16	ER
June	Emp Initial	Date	Trainer Initial
Focus 6- Backing	ED	6-14-16	ER
OSHA-Blood Borne Pathogens	ED	6-16-16	ER
Radiation monitoring	ED	6-16-16	ER
Industrial Waste Handling	ED	6-16-16	ER

Staff Training-2016

Employee Name: Diaz, Estevan

July		Emp Initial	Date	Trainer Initial
Focus 6-I		ED	7-13-16	EL
OSHA-Emergency Response /Facility Safety Procedures/First Aid Location		ED	7-20-16	EL
Live Fire Drill Conducted			7-26-16	EL
August		Emp Initial	Date	Trainer Initial
Focus 6:-		ED	8/3/16	EL
OSHA-Hearing Conservation		ED	8/10/16	EL
Fire Extinguishers		ED	8/10/16	EL
September		Emp Initial	Date	Trainer Initial
Focus 6:-]		ED	10-3	EL
OSHA-SWPPP & SPCC		ED	10-3	EL
October		Emp Initial	Date	Trainer Initial
Focus 6: I		ED	10-1	EL
OSHA-Confined Spaces		ED	11-1	EL
Slips, Trips and Falls		ED	11-1	EL
November		Emp Initial	Date	Trainer Initial
Focus 6:-I		ED	11-7-16	EL
OSHA-Respiratory Protection-Hand out Appendix D.		ED	11-7-16	EL
Asbestos		ED	11-7-16	EL
December		Emp Initial	Date	Trainer Initial
Focus 6:-		ED	12-13	EL
OSHA-Drug & Alcohol Awareness/Substance Abuse Policy Review		ED	12-13	EL
End Year Safety Review		ED	12-13	EL

Scale House Training-2016

Employee Name: Soria, Marc

January	Emp Initial	Date	Trainer Initial
Focus 6- Adverse Weather	MS	1/30/16	ER
OSHA-Hazard Communication, MSDS Review	MS	1/30/16	ER
Bomb Threat Checklist	MS	1/30/16	ER
February	Emp Initial	Date	Trainer Initial
Focus 6- Backing	MS	2/14/16	ER
OSHA-PPE/Seatbelt Policy	MS	2/20/16	ER
Reporting Accidents & Injuries	MS	2/20/16	ER
Using Radiation Isotope Devices	MS	2/20/16	ER
March	Emp Initial	Date	Trainer Initial
Focus 6- Push, Pull, Lift	MS	3-19-16	ER
OSHA-Lock Out/ Tag Out	MS	3-26-16	ER
Railroad Crossing Safety	MS	3-26-16	ER
Paint Filter training	MS	3-26-16	ER
April	Emp Initial	Date	Trainer Initial
Focus 6- Intersections and Pedestrians	MS	4/14/16	ER
OSHA-Accident Prevention Signs/Tags	MS	4/13/16	ER
Customer Service/Safety	MS	4/13/16	ER
Waste Screening	MS	4/13/16	ER
May	Emp Initial	Date	Trainer Initial
Focus 6- Heat Considerations	MS	5/15/16	ER
OSHA-Ladder/Walking Surfaces/Fall Protection	MS	5/30/16	ER
Summer Safety Plan (Heat Considerations)	MS	5/30/16	ER
June	Emp Initial	Date	Trainer Initial
Focus 6- Backing	MS	6-27-16	ER
OSHA-Blood Borne Pathogens	MS	6-27-16	ER
Radiation monitoring	MS	6-27-16	ER
Industrial Waste Handling	MS	6-27-16	ER

Staff Training-2016

Employee Name: Soria, Marc

July	Emp Initial	Date	Trainer Initial
Focus 6: <u>Follow</u>	ms	7-17-16	ER
OSHA-Emergency Response /Facility Safety Procedures/First Aid Location	ms	7-20-16	ER
Live Fire Drill Conducted	ms	7-21-16	ER
August	Emp Initial	Date	Trainer Initial
Focus 6: <u>Push Pull Lift</u>	ms	8-19-16	ER
OSHA-Hearing Conservation	ms	8-19-16	ER
Fire Extinguishers	ms	8-19-16	ER
September	Emp Initial	Date	Trainer Initial
Focus 6: <u>T</u>	ms	9-29-16	ER
OSHA-SWPPP & SPCC	ms	9-29-16	ER
October	Emp Initial	Date	Trainer Initial
Focus 6:	ms	10-7-16	ER
OSHA-Confined Spaces	ms	10-20-16	ER
Slips, Trips and Falls	ms	10-20-16	ER
November	Emp Initial	Date	Trainer Initial
Focus 6:	ms	11-2-16	ER
OSHA-Respiratory Protection-Hand out Appendix D.	ms	11-17-16	ER
Asbestos	ms	11-17-16	ER
December	Emp Initial	Date	Trainer Initial
Focus 6:	ms	12-21	ER
OSHA-Drug & Alcohol Awareness/Substance Abuse Policy Review	ms	12-21	ER
End Year Safety Review	ms	12-21	ER

Scale House Training-2016

Employee Name: Bowden, Michelle

<u>January</u>	Emp Initial	Date	Trainer Initial
Focus 6- <u>Adverse Weather</u>	MB	1-20-16	ER
OSHA-Hazard Communication, MSDS Review	MB	1/26/16	ER
Bomb Threat Checklist	MB	1/26/16	ER
<u>February</u>	Emp Initial	Date	Trainer Initial
Focus 6- <u>Backing</u>	MB	2/3/16	ER
OSHA-PPE/Seatbelt Policy	MB	2/23/16	ER
Reporting Accidents & Injuries	MB	2/23/16	ER
Using Radiation Isotope Devices	MB	2/23/16	ER
<u>March</u>	Emp Initial	Date	Trainer Initial
Focus 6- <u>Push, Pull, Lift</u>	MB	3-15-16	ER
OSHA-Lock Out/ Tag Out	MB	3-22-16	ER
Railroad Crossing Safety	MB	3-22-16	ER
Paint Filter training	MB	3-22-16	ER
<u>April</u>	Emp Initial	Date	Trainer Initial
Focus 6- <u>Intersections and Pedestrians</u>	MB	4-7-16	JF
OSHA-Accident Prevention Signs/Tags	MB	4-13-16	ER
Customer Service/Safety	MB	4/20/16	MB
Waste Screening	MB	4/27/16	JF
<u>May</u>	Emp Initial	Date	Trainer Initial
Focus 6- <u>Heat Considerations</u>	MB	5-4-16	ER
OSHA-Ladder/Walking Surfaces/Fall Protection	MB	5-11-16	JF
Summer Safety Plan (Heat Considerations)	MB	5-18-16	JF
<u>June</u>	Emp Initial	Date	Trainer Initial
Focus 6- <u>Backing</u>	MB	6/12/16	JF
OSHA-Blood Borne Pathogens	MB	6/12/16	JF
Radiation monitoring	MB	6/12/16	JF
Industrial Waste Handling	MB	6/12/16	JF

Staff Training-2016

Employee Name: Bowden, Michelle

<u>July</u>		Emp Initial	Date	Trainer Initial
Focus 6-I		MB	7/13/16	ER
OSHA-Emergency Response /Facility Safety Procedures/First Aid Location		MB	7/20/16	ER
Live Fire Drill Conducted		MB	7/27/16	ER
<u>August</u>		Emp Initial	Date	Trainer Initial
Focus 6:		MB	8-3-16	ER
OSHA-Hearing Conservation		MB	8-10-16	ER
Fire Extinguishers		MB	8-10-16	ER
<u>September</u>		Emp Initial	Date	Trainer Initial
Focus 6:-I		MB	9/21/16	ER
OSHA-SWPPP & SPCC		MB	9/23/16	ER
<u>October</u>		Emp Initial	Date	Trainer Initial
Focus 6:		MB	10-5-16	ER
OSHA-Confined Spaces		MB	10-12-16	ER
Slips, Trips and Falls		MB	10-17-16	ER
<u>November</u>		Emp Initial	Date	Trainer Initial
Focus 6: <u>Respirators</u>		MB	11-2-16	ER
OSHA-Respiratory Protection-Hand out Appendix D.		MB	11-22-16	ER
Asbestos		MB	11-22-16	ER
<u>December</u>		Emp Initial	Date	Trainer Initial
Focus 6:		MB	12-13	ER
OSHA-Drug & Alcohol Awareness/Substance Abuse Policy Review		MB	12-13	ER
End Year Safety Review		MB	12-13	ER

Scale House Training-2016

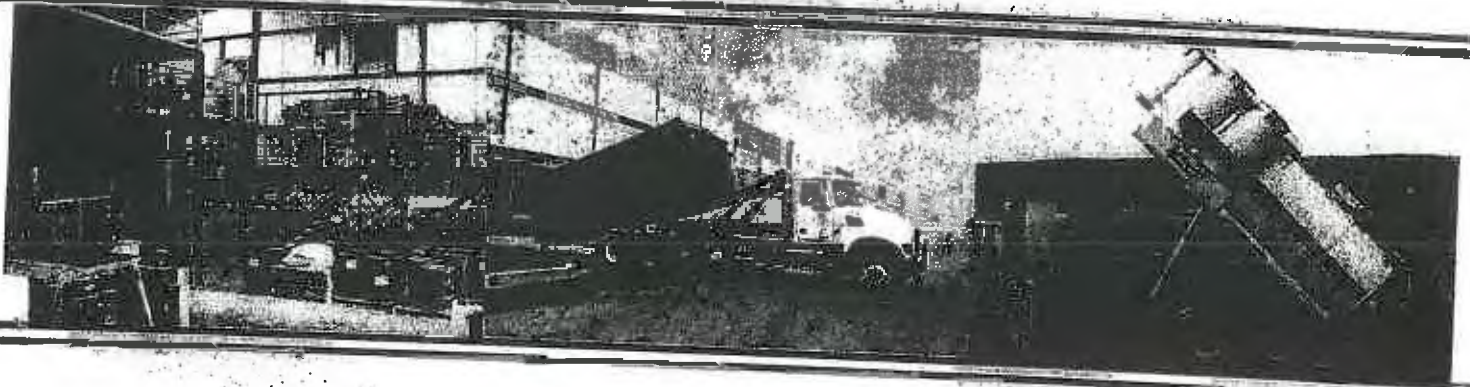
Employee Name: Carlton, Jamie

January	Emp Initial	Date	Trainer Initial
Focus 6- Adverse Weather	JC	1-20-16	ER
OSHA-Hazard Communication, MSDS Review	JC	1/26/16	ER
Bomb Threat Checklist	JC	1/26/16	ER
February	Emp Initial	Date	Trainer Initial
Focus 6- Backing	JC	2/3/16	ER
OSHA-PPE/Seatbelt Policy	JC	2/10/16	ER
Reporting Accidents & Injuries	JC	2/20/16	ER
Using Radiation Isotope Devices	JC	2/20/16	ER
March	Emp Initial	Date	Trainer Initial
Focus 6- Push, Pull, Lift	JC	3-9-16	ER
OSHA-Lock Out/ Tag Out	JC	3-22-16	ER
Railroad Crossing Safety	JC	3-22-16	ER
Paint Filter training	JC	3-22-16	ER
April	Emp Initial	Date	Trainer Initial
Focus 6- Intersections and Pedestrians	JC	4-12/16	ER
OSHA-Accident Prevention Signs/Tags	JC	4/28/16	ER
Customer Service/Safety	JC	4/28/16	ER
Waste Screening	JC	4/28/16	ER
May	Emp Initial	Date	Trainer Initial
Focus 6- Heat Considerations	JC	5/10/16	ER
OSHA-Ladder/Walking Surfaces/Fall Protection	JC	5/17/16	ER
Summer Safety Plan (Heat Considerations)	JC	5/17/16	ER
June	Emp Initial	Date	Trainer Initial
Focus 6- Backing	JC	6-8-16	ER
OSHA-Blood Borne Pathogens	JC	6-8-16	ER
Radiation monitoring	JC	6-16-16	ER
Industrial Waste Handling	JC	6-16-16	ER

Staff Training-2016

Employee Name: Carlton, Jamie

July		Emp Initial	Date	Trainer Initial
Focus 6:-		JC	7-13-16	ER
OSHA-Emergency Response /Facility Safety Procedures/First Aid Location		JC	7-20-16	ER
Live Fire Drill Conducted			7-26-16	ER
August		Emp Initial	Date	Trainer Initial
Focus 6:-		JC	8/14/16	ER
OSHA-Hearing Conservation		JC	8/14/16	ER
Fire Extinguishers		JC	8/14/16	ER
September		Emp Initial	Date	Trainer Initial
Focus 6:-		JC	9-29	ER
OSHA-SWPPP & SPCC		JC	9-29	ER
October		Emp Initial	Date	Trainer Initial
Focus 6:		JC	10-7-16	ER
OSHA-Confined Spaces		JC	10-20-16	ER
Slips, Trips and Falls		JC	10-20-16	ER
November		Emp Initial	Date	Trainer Initial
Focus 6:-f		JW	11-17-16	ER
OSHA-Respiratory Protection-Hand out Appendix D.		JW	11-17-16	ER
Asbestos		JW	11-17-16	ER
December		Emp Initial	Date	Trainer Initial
Focus 6:-Y		JW	12-13	ER
OSHA-Drug & Alcohol Awareness/Substance Abuse Policy Review		JW	12-13	ER
End Year Safety Review		JW	12-13	ER



Special Waste Management Plan

May 2009

TABLE OF CONTENTS

1.0 Introduction	1
1.1 Purpose	1
1.2 Applicability	1
2.0 Policy Statement	1
3.0 Special Waste Determination	2
3.1 Is Waste a Special Waste?	2
3.2 Is Waste a Hazardous Waste?	3
3.3 Does Waste Pose Handling Concerns?	3
3.4 Any Specific Regulatory Concerns?	4
4.0 Special Waste Approval Procedure	4
4.1 Generator	4
4.1.1 Special Waste Profile	4
4.1.2 Waste Characterization	5
4.1.3 Representative Sample to Qualified Laboratory	5
4.1.4 Special Waste Service Agreement	6
4.1.4.1 Which Special Waste Service Agreement?	6
4.1.2.1 Modifications to the Service Agreement	6
4.1.5 Third Party Signature Authorization	6
4.2 TSD or Waste Consolidator Generator	7
4.3 Special Waste Sales Person	7
4.4 Special Waste Sales Coordinator	7
4.5 Corporate Special Waste Analyst	8
4.6 General Manager	8
5.0 Express, Generic and Blanket Special Waste Approval Process	9
5.1 Express Special Waste Approval	9
5.2 Generic Special Waste Approval	9
5.3 Blanket Special Waste Approval	10
5.4 Parent Special Waste Approval	10
6.0 Profile Recertification/Change Procedures	11
6.1 Profile Recertification	11
6.2 Profile Changes	11
7.0 Special Waste Delivery and Gate Acceptance Procedures	11

EXHIBIT NO. E14
 28-PC-192859
 CASE NO.
 CASE NAME: Republic
 NO. OF PAGES: 39
 DATE: 2/22/17
 REPORTER: TN

RECEIVED ☒ REJECTED ☐

7.1 Generator/Customer	12
7.2 Transporter	12
7.3 Disposal Facility	12
7.3.1 Approval Verification	12
7.3.2 Manifest Verification	13
7.3.2.1 No Manifest Provided.....	13
7.3.2.2 Incomplete/Inaccurate Information	13
7.3.2.3 Volume Issues	13
7.3.2.4 No Signatures	13
7.3.3 File Completeness.....	13
7.3.4 Specific Management Conditions	13
7.3.5 Screening Process	14
7.3.5.1 Initial Load Screening	14
7.3.5.2 Random Load Screening	14
7.3.5.3 Suspicious Load Inspection	14
7.3.6 Load Rejection	15
7.3.7 Waste Disposal Procedures	15
7.3.8 Nonconforming Waste Procedures.....	15
7.4 Transfer Station and Special Waste	15
8.0 Special Waste Files and Recordkeeping	16
8.1 Hauling	16
8.2 Transfer Station	16
8.3 Disposal Facility.....	17
9.0 Asbestos Special Waste Procedures.....	17
9.1 Non-Friable Asbestos Acceptance and Management.....	17
9.1.1 Generator	17
9.1.2 Transporter.....	18
9.1.3 Disposal Facility	18
9.2 Friable Asbestos Acceptance and Management	18
9.2.1 Generator	18
9.2.2 Transporter.....	18
9.2.3 Disposal Facility	19
10.0 Special Waste Disposal at Non-RSI Facility	19
11.0 Management of On-Site Generated Special Waste	20
11.1 RSI Facility	20
11.2 Non-RSI Facility.....	20

12.0 Variances from Special Waste Plan.....	21
13.0 Special Waste Training.....	21

APPENDICES

- A. Special Waste Acceptance Flow Chart
- B. Special Waste Forms
- C. Supplemental Information for Specific Waste Streams
- D. Terms, Acronyms and Definitions
- E. Special Waste Procedures and Guidance
 - 1. Analytical Guidelines
 - 2. Auto Shredder Residue
 - 3. Contaminated, Recalled, Outdated Food Wastes Procedure
 - 4. Diseased Animals Management Procedure
 - 5. Electronic Waste Disposal Procedure
 - 6. Guide to Managing Nonconforming Waste Events
 - 7. Procedure for Management of Special Waste through Transfer Stations
 - 8. Special Waste Review Committee and Procedure
 - 9. TSDF and Waste Consolidator Audit Form



SPECIAL WASTE MANAGEMENT PLAN

1.0 INTRODUCTION

The Special Waste Management Plan (Plan) is intended to serve Republic Services Inc. and its subsidiaries (Republic) within the United States and Canada. The intent of the procedures set forth in this Plan is to ensure that each facility will comply with all regulatory agency requirements, facility permit conditions, and the policies and procedures of Republic. This Plan does not supersede nor in any way relieve a Republic division of complying with any other federal, state, or local requirements. The Plan provides for the necessary documentation, sampling, analytical screening, approval, on-site screening, and overall procedures applicable to industrial or commercial materials. The Plan specifically provides for evaluation procedures to assure the acceptability of a waste pursuant to facility permit conditions and operating capabilities prior to any shipment of waste to that facility. Additionally, the Plan describes delivery and inspection procedures that ensure that the incoming waste is the same waste stream as characterized and certified by the Generator (Generator). Lastly, it will also provide information on the identification and definition of special waste, which can vary from state to state.

1.1 Purpose

The purpose of this Plan is threefold. The first and main purpose is to identify potentially hazardous or otherwise dangerous waste streams prior to the waste being managed by a Republic division. Federal regulations require us to have a method of identifying these waste streams and eliminating them from our facilities that handle only municipal solid waste. Secondly, the Plan establishes a minimum standard by which Republic divisions are expected to operate where special wastes are part of our business. The minimum standard established by this Plan ensures that our people are trained to identify special wastes and understand the process that must take place prior to hauling, treatment, and/or disposal of the waste. The third purpose of the Plan is to provide uniformity to the process, procedures, and forms that are currently being utilized by Republic divisions across the country. The uniformity of the process will improve consistency and efficiency in the approval process, and, ultimately, customer satisfaction.

1.2 Applicability

This Plan applies to all special waste generated, transported, transferred, and/or disposed of at any Republic facility or its subsidiaries. The provisions of this plan are to be followed unless a state or local regulation or a specific facility permit requires different procedures.

2.0 POLICY STATEMENT

It is the intent for this Plan to be in compliance with and support of Republic's Policy and Procedures Manual for Special Waste Management. The following outlines the objectives of this Plan to comply with Republic's policy:

- Follow any and all laws, rules, and/or regulations pertaining to the generation, transportation, and/or disposal of special waste.
- Identify any waste material other than routine municipal solid waste which may require special handling and/or permitting prior to the handling of the waste.
- Evaluate the physical, chemical, and biological characteristics, and compatibility with other waste and other potential impact to Republic employees, facilities, or environment.
- Review the Generator information submitted and to determine the acceptability of special waste streams prior to managing (collection, transportation, storage and/or disposal) the special waste.
- Handle and/or dispose of the special waste in a manner that minimizes impact to Republic employees, facilities, or environment.

3.0 SPECIAL WASTE DETERMINATION

In order for a waste stream to be managed by Republic the waste material must be evaluated to determine if the waste is a potential special waste and acceptable for disposal into a Republic facility. To determine if a waste stream is a special waste and acceptable for management by Republic facilities, the following four (4) steps must be completed:

3.1 Is Waste a Special Waste?

A special waste is defined as any waste material which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Unless otherwise determined by the Special Waste Analyst, a waste is a special waste if it meets the above definition or any of the following listed special waste examples: **(*Note: These are common examples of Special Waste. This list is not all-inclusive.)**

- Any waste requiring on-site treatment (other than at the landfill) before disposal
- Asbestos (friable and non-friable) containing materials or wastes from a building, structure, or unit that is involved with a manufacturing or industrial process
- Ash from fires, furnaces, boilers, or incinerators, including medical waste incineration
- Auto shredder residue or "fluff"
- Bulk liquids for solidification processing
- Chemical compounds or petroleum products – new or used
- Chemical process waste and chemical spill cleanup debris
- Containerized materials (i.e., tank trucks, barrels, drums, pails, etc.)
- Contaminated soils and debris, including soils from the removal of underground storage tanks (USTs), UST remediation material
- Debris and/or residue from spill cleanup, such as dirt, sand, plastic, concrete, tanks, tyvek suits
- Demolition waste from industrial facilities or decommissioned industrial facilities
- Dry cleaning wastes such as spent filters
- Electronic waste from commercial and industrial facilities

- Fine powders or highly dusty materials
- Heat generating or reactive waste
- Medical waste (treated) from hospitals, doctor's offices, clinics, nursing homes, mortuaries, testing laboratories, veterinary clinics, etc.
- Mining, resource exploration and production wastes (e.g., E&P wastes)
- Odiferous waste or waste that cause substantial odors
- Off-specification, contaminated, spoiled, outdated or banned products or chemicals. This includes large volumes of food and beverage products.
- Other materials defined as special waste by State or Federal rules or regulations (e.g., CERCLA non-hazardous waste)
- Paint spray booth wastes, filters, and paint sludge
- Pharmaceutical wastes
- Pollution control wastes (See Appendix D, Terms, Acronyms and Definitions for detailed description)
- Print shop wastes such as inks, toners, rags/wipes, etc.
- Regulated radioactive (NORM) waste
- Sandblast grit
- Sludge waste generated by domestic septic tanks, sewage treatment plants, food processing plants, industrial wastewater treatment plants, oil/water separators, vehicle washing facilities, etc. Sludge can be produced in several forms such as liquid material, cake-like material, flaky rubber type material, dirt-like material or mud-like material.
- Vehicle maintenance wastes such as used oil filters, sludge, oily rags, solvents, chemicals, etc.

Special wastes **DOES NOT** include:

- General household waste
- Uncontaminated landscape waste
- Uncontaminated construction or demolition debris from a building, road or structure that is not involved with any manufacturing or industrial process
- Uncontaminated packaging material (i.e. not previously in direct contact with products, raw materials or waste), unless specifically regulated otherwise by a state regulation

3.2 Is Waste a Hazardous Waste?

A waste may be hazardous by listing or by characteristic according to Federal regulations (40 CFR Sections 261.20 through 261.34), and/or through other specific State regulations. If a waste is determined to be a regulated hazardous waste, the waste **CANNOT** be accepted.

3.3 Does Waste Pose Handling Concerns?

Determine if any of the characteristics of the waste will inhibit the management ability (collection, transportation, storage and/or disposal) by Republic. Handling procedures may change according to certain characteristics of odor, color, viscosity, density, reactivity, and/or solid/liquid content.

3.4 Any Site Specific Regulatory Concerns?

Due to a facility permit requirements and/or State regulations, some wastes are acceptable at some facilities, but not at others. These wastes may include, but not limited to, liquids, medical waste, petroleum contaminated soils and debris, and septic tank waste. Other state regulatory provisions may also limit the ability of a waste to be accepted at a disposal facility.

4.0 SPECIAL WASTE APPROVAL PROCEDURE

The approval procedure for a special waste will involve several steps and individuals, including the Generator, Special Waste Sales Person, Special Waste Sales Coordinator, Corporate Special Waste Analyst, Special Waste Review Committee, if applicable, and the General Manager or his/her designee. The process involves the proper preparation, completion, submittal, review, and approval of required special waste forms for each individual waste stream and/or process waste stream, and information **prior to the special waste being managed by Republic**. The following is a summary of the requirements and process for each party for approval of a special waste (a flowchart of the procedure can be referenced in Appendix A of this Plan):

4.1 Generator

The Generator of a waste material that has been determined to be a special waste must submit required special waste forms and information for review and approval. The submittal must be to the Special Waste Sales Coordinator with guidance, as needed, from the Special Waste Sales Person. **Required forms and information are to be transmitted electronically or via facsimile (electronically is preferred).** The required forms (see Appendix B for copy of forms) and information that constitute a complete submittal package for review and approval include:

1. Complete and sign the applicable Special Waste Profile.
2. Complete analytical report and laboratory signatures.
3. Include a material safety data sheet (MSDS), if available and/or required.
4. Provide a copy of the State application and approval, if applicable.
5. Properly completed Third Party Signature Authorization, if applicable.
6. Properly executed Special Waste Service Agreement.

4.1.1 Special Waste Profile

The Special Waste Profile (here after referred to as "Profile") is the form for the Generator to properly, accurately, and completely describe and characterize each special waste. It is the Generator's responsibility to complete the Profile. When the Generator signs the Profile, he/she is certifying that the information on the document is a true and accurate description of the waste material being offered for disposal. Any changes to the profile once it has been submitted by the customer for review must be initialed and dated. Attachments may be used if there is not enough room on the profile. Reference the attachment on the Profile by date and signature.

It is important for the Generator to remember the following when completing the profile.

Legibility: The information on the Profile and lab report must be legible. Electronic copy of the Profile is available for convenience and is the preferred form for use.

Completeness: The Profile must be signed, dated, and all pertinent sections completed. If the information doesn't apply, the Generator should indicate with Not Applicable (NA) to acknowledge that the item was considered and not missed. If a parameter is not tested, the Generator should insert NT in the appropriate box. The name of the waste should clearly and accurately describe the waste stream. The process should explain how, when, and why the waste was produced. Abbreviations and industry specific terminology that can be interpreted differently should be avoided.

4.1.2 Waste Characterization and Sampling

Waste characterization of a special waste must be included as part of the submittal package for review and approval. All samples of the special waste for proper waste characterization must be taken by the Generator or their authorized representative (not by Republic personnel). For those special waste streams required to have proper waste characterization through laboratory analysis, the waste characterization analytical report must contain and meet the following:

1. The analytical data should be **less than 1-year old for review and approval**. An exception to the 1-year requirement may be considered on a case-by-case basis (e.g., analytical from Superfund cleanup, remediation project, Phase I environmental site assessment).
2. Analytical data of a representative sample of the special waste for those parameters as determined by the Special Waste Analyst. (A general guidance on what parameters may be required for a specific waste material is included in the Analytical Guidelines, Appendix E.)
3. The source and method number (reference) for each parameter listed. NOTE: Most methods should be referenced to USEPA SW-846 Methods Manual or equivalent rules.
4. If a method was modified or changed in any way from the approved procedure, the laboratory must provide an explanation detailing the modification and why the change was necessary.
5. The analytical data recorded and presented on the laboratory's official letterhead or stationary.
6. The analytical report signed and dated by an official of the laboratory (an electronic signature is acceptable).
7. The method detection limits be listed on the analytical data sheet.
8. The analytical report must state the name of the Generator or authorized third party requesting the disposal and a clear description (i.e. sewage sludge, soil, foundry, sand) of the sample.
9. Properly completed Chain-of-Custody form.

4.1.3 Representative Sample to State Certified Laboratory

As determined by the Special Waste Analyst, the Generator may be required to submit a representative sample of the special waste to a state certified laboratory for characterization.

4.1.4 Special Waste Service Agreement

A Special Waste Service Agreement is **required to be executed for ALL special waste** that is managed by Republic. There are two (2) service agreements: (1) Generator form titled "Special Waste Service Agreement Non-Hazardous Waste"; and (2) agent form titled "Agent Special Waste Service Agreement Non-Hazardous Waste". The documents create a legally binding agreement between two parties (Generator or agent and Republic), which is subject to the terms and conditions as set forth in the document.

The Special Waste Service Agreement is a two (2) page document. The first page identifies the specifics of the waste to be managed including Generator name, billing customer, waste name, pricing, and approval number. The second page outlines the terms and conditions of the Agreement. Both pages require signature of Republic authorized representative (refer to Republic's Levels of Signatory Authorization Policy) and the customer.

4.1.4.1 Which Special Waste Service Agreement is to be used?

The Generator Special Waste Service Agreement is to be executed when the Generator of the waste is also the billing customer of the waste material.

The Agent Special Waste Service Agreement is to be executed when the Generator of the waste is not the billing customer. In other words, a third party is the billing customer rather than the Generator of the waste.

4.1.4.2 Modifications to the Special Waste Service Agreement

In some instances the customer may request modifications to Terms and Conditions of the Special Waste Service Agreement. Most modifications will require corporate legal counsel review and approval prior to final execution of the Agreement. Coordination with the Corporate Legal Department will be required.

4.1.5 Third Party Signature Authorization

If a third party is submitting documentation on behalf of the Generator, the Generator must complete and sign a Third Party Signature Authorization. If utilized, the completed authorization form must be included with the special waste package required in Section 4.1 above. The form must be properly re-executed with each recertification of the special waste.

If a Generator has multiple Profiles and the same Third Party is managing the Generator's special waste, a letter from the Generator identifying what special waste streams they are granting the Third Party to manage on their behalf may be submitted with a signed Third Party Signature Authorization. Such a letter will eliminate the need for a Third Party Signature Authorization to be completed by the Generator for each of the multiple profiles.

4.2 TSDf or Waste Consolidator Generator

If the Generator of the special waste is a treatment, storage and disposal facility (TSDf) or waste consolidator, in addition to the provisions of Section 4.1 of this Plan and as part of the approval process of the Profile, the following requirements must be met:

1. A facility audit must be conducted by an authorized Republic representative or third party designee (see Appendix E for copy of the TSDf or waste consolidator audit form).
2. The completed audit form must be reviewed and approved by the Director of Compliance prior to approval of the waste stream.

The purpose of the audit is to review the procedures (specifically waste characterization and screening) of the TSDf and waste consolidators to ensure their procedures are equivalent or more conservative than the procedures of Republic Services. The requirement for the audit of a TSDf or waste consolidator is applicable for all such facilities that meet the definitions of each as provided in Appendix D, Terms, Acronyms and Definitions, of this Plan, whether they are permitted facilities or not.

4.3 Special Waste Sales Person

In the review and approval process of a Special Waste Profile the Special Waste Sales Person is the primary and direct contact to the Generator. The duties of the sales person include the following:

1. Primary communication with the Generator.
2. Guidance and assistance to Generator in the identification of a special waste.
3. Provide the Generator with an original Special Waste Profile (see Section 4.1.1) including instructions (electronic form preferred).
4. Provide explanation of required information to the Generator in the completion of the Special Waste Profile. However, the Special Waste Sales Person **must not dictate** what information is placed on nor complete any portion of the Profile.
5. Obtain a signed and completed Special Waste Service Agreement (see Section 4.1.4).
6. Forward the original Special Waste Profile and all supporting documentation to the Special Waste Sales Coordinator.
7. Forward the completed Special Waste Service Agreement for final approval and signature in accordance with Republic's Levels of Signatory Authorization Policy.
8. Insure a copy of the final executed Special Waste Service Agreement signed by all appropriate parties is forwarded to the General Manager for inclusion in the facility special waste file.

4.4 Special Waste Sales Coordinator

The Special Waste Sales Coordinator is the key person in the handling and distributing of Special Waste Profiles and approvals in the field and is primarily

providing administrative support to the special waste sales staff. The duties of the this person include:

1. Review completeness of submitted Profiles by Special Waste Sales staff.
2. Request additional information as necessary.
3. Transmits Special Waste Transmittal Sheet along with the Profile and any supporting documentation to Corporate Special Waste Department.
4. Distributes approved or rejected complete Profile package including Special Waste Department Decision from Special Waste Department to the receiving facility General Manager.
5. Distributes General Manager final action on the approval or disapproval of the special waste. If the special waste is approved, notification is provided to the Special Waste Sales Person of the approval. In addition, a copy of the approved Decision and the Profile (including recertification) is forwarded to the Republic hauling division involved in transporting the special waste. If the special waste is disapproved, a copy of the disapproved Decision form is provided to the Special Waste Sales Person and the Special Waste Department.
6. Communicates with the Generator regarding final approval or rejection. If the Profile is approved, provide Non-Hazardous Special Waste & Asbestos Manifest and copy of properly completed and signed Special Waste Department Decision form to the Generator, as applicable.
7. Maintains a pending Profile approval review tracking system.
8. Maintains approved Profile expiration tracking system.

4.5 Corporate Special Waste Analyst

The primary responsibility and duty of the Corporate Special Waste Analyst is to determine the technical acceptability of a special waste for its management at a Republic facility. In the process of reviewing and approving a special waste the following duties of the analyst/staff include:

1. Review the Profile and supporting documentation.
2. Request additional information or clarification, and provide guidance on required testing parameters and procedures, as necessary.
3. Coordinate a Special Waste Review Committee discussion on the acceptability of a problematic special waste, as determined necessary.
4. Assign unique approval tracking number for the approved special waste.
5. Forward completed Special Waste Department Decision form indicating waste approved or rejected to the Special Waste Sales Coordinator.

4.6 General Manager

The General Manager is the last step in the review and approval of a special waste prior to acceptance of the waste. The review and approval duties of the General Manager or his/her designee (Environmental Manager or Operations Supervisor only) include:

1. Verify compliance with state regulatory requirements and site specific permit conditions in the acceptance of the approved special waste.
2. Review Special Waste Department Decision form for any special handling and/or safety requirements, determine if any additional operational conditions

are required, and establish procedures to insure any imposed conditions are met.

3. If the General Manager **approves or disapproves** the special waste, the Special Waste Department Decision is signed and dated and copies of the signed Decision are forwarded to the Special Waste Sales Coordinator and for incorporation into the facility special waste file.
4. Creation of a proper and complete file (see Section 8.0 for required file) including a properly signed and executed Special Waste Service Agreement.
5. Institute tracking and acceptance procedures for receiving approved special waste.
6. Place documentation of the General Manager alternative signatory authorization designee in the facility special waste file.

5.0 Express, Generic, Blanket and Parent Special Waste Approval Process

In an effort to increase efficiency in the processing and approval of certain special waste streams, four (4) additional approval procedures have been developed. The four procedures are: (1) express special waste approval; (2) generic special waste approval; (3) blanket special waste approval; and (4) parent special waste approval. **The submittal, review and approval process of those three procedures is the same as outline in Section 4, unless otherwise stated.** Some state regulations may not allow these additional procedures and forms. In those states, the regular Special Waste Profile must be used. The following outlines the four procedures:

5.1 Express Special Waste Approval

The express special waste approval procedure involves the Generator completing a **Special Waste Profile – Express** and identifying the specific special waste stream. Special wastes eligible for the Express Profile approval process are (see Appendix B for forms):

- Petroleum (virgin diesel, aviation fuel, home heating fuel #1-6, hydraulic fluid) contaminated soil/debris
- Friable and non-friable asbestos
- RCRA Empty Drums/Containers (<110 Gallons)
- UST unleaded gasoline contaminated soil (excluded)
- Treated Wood – weathered
- Animal Carcasses
- Treated Medical Waste
- Plant Trash
- Meth contaminated debris

5.2 Generic Special Waste Approval

The generic special waste approval is a procedure to allow the Generator to obtain one special waste approval number for a particular waste stream and apply it to multiple shipments of waste that require analysis for review and approval prior to each new shipment.

Once the initial Generic Special Waste is approved for a specific waste stream by the Corporate Special Waste Analyst, all future shipments of this waste requires the

Generator to submit and obtain approval of the required additional documentation for each load prior to shipment through the Special Waste Sales Coordinator to the Corporate Special Waste Department. **A Corporate Special Waste Analyst must review the submitted documentation and, if acceptable, issue an approval for each subsequent submittal of data for the special waste.**

Some examples of generic special wastes:

- Sandblast Media
- Soil borings from monitoring well installation
- Off-spec products
- Treated/delisted hazardous waste
- Remediation projects requiring analytical prior to shipment
- Transformer Oil Contaminated Soil

5.3 Blanket Special Waste Approval

The blanket special waste approval is a procedure to allow the Generator to obtain one special waste approval number for a particular waste stream and utilize it for various projects, customers, emergency responses for like kind special waste without submitting a new profile and analytical for review prior to shipment. However, the blanket approval is only applicable to the identified receiving facilities on the originally submitted Profile.

Special waste streams that are known to have very consistent physical properties may be considered for a blanket special waste approval. Due to the consistent physical properties of the special waste, it is not necessary to have a detailed chemical analysis of the waste each time it is handled. A blanket special waste may be approved using the MSDS or Generator data bases established through multiple analysis of the waste stream. The use of MSDS would be acceptable for wastes known to have consistent chemical and physical properties. Examples of potential special wastes eligible for blanket approval include the following:

- Properly packaged and labeled friable asbestos.
- Virgin petroleum spills (emergency response cleanup)
- Industrial wastes produced from the same process at different locations.
- Weathered Railroad Ties and Utility Poles

5.4 Parent Special Waste Approval

The parent special waste approval is an approval procedure ONLY applicable to a Generator that has multiple special waste streams at the same generating facility and wants to commingle those individually approved special waste into one, single container for transport and disposal. Following the Profile submittal for and approval of each special waste stream in accordance with the procedures in Section 4.0 of this Plan, the Generator must submit an additional Profile, referred to as the Parent Profile. In completing the Parent Profile the Generator must fill-in all appropriate sections of the Parent Profile with specific information addressed in Section III and V. The following information must be included in these sections on the Parent Profile:

1. Section III - Provide a more general description of the entire process generating all of the profiled special waste.
2. Section V - List each of the approved Profile numbers that is intended to be comingled.

If the Parent Profile is approved, the Parent Profile would be issued a specific approval number. The Parent Profile approval number will be used for future reference on the Non-Hazardous Special Waste & Asbestos Manifest and facility tracking system. In addition, all of the listed Profiles in the Parent Profile would have the same expiration date.

6.0 Profile Recertification/Change Procedures

Special Waste Profiles are generally approved for a period of up to three (3) years depending on the special waste material and whether or not the project is one-time disposal or ongoing. (A longer period may be considered if allowed by a State regulation or a State approved facility special waste procedure.) For a Generator to continue delivery of the special waste to a Republic facility after the expiration date of the Profile, the Generator must obtain a recertification approval for the waste. Also, if during the approval period for the special waste a need arises to change an approved Profile, the Generator must obtain an approval for the change prior to the change occurring. The following provides the procedures for the Generator to obtain recertification of or change to the Profile:

6.1 Profile Recertification

To recertify the approval of a special waste, the Generator must submit a properly completed and signed Special Waste Profile - Recertification form along with any required documentation (see Appendix B for form). The recertification package must be submitted to the Special Waste Sales Coordinator at least **fourteen (14) days prior to the profile expiration** (limited exceptions can be made on a case-by-case basis by the Special Waste Manager). The Special Waste Sales Person should provide assistance to the Generator in the timely and proper submittal of the required information. The review and approval procedures by Republic for the recertification package will follow, in general, the procedures as outlined in Section 4.0 of this Plan.

6.2 Profile Changes

A change can be made to the special waste profile by the Generator submitting a properly completed and signed Special Waste Profile - Change (see Appendix B for form). The Special Waste Profile - Change form must be completed and submitted to the Special Waste Sales Coordinator. The Special Waste Sales Person should provide assistance to Generator in the timely and proper submittal of the required information. The review and approval procedures by Republic for the requested change or amendment will follow, in general, the procedures as outlined in Section 4.0 of this Plan.

7.0 Special Waste Delivery and Gate Acceptance Procedures

Once a special waste profile has received approval for disposal, various actions are required of the Generator, transporter, and disposal facility to initiate the management of the waste. In addition, if a transfer station has been authorized to manage a special waste, there are required actions of the transfer facility (see Section 7.4 of this Plan). The following outlines

the delivery procedures required of each party involved and the landfill acceptance procedures in the management of the approved special waste. Additional and specific requirements for the acceptance and management of friable asbestos can be found in Section 9.0 of this Plan, Asbestos Procedures.

7.1 Generator

Upon notice of approval of the special waste, the Generator may initiate the process to have the special waste collected and transported. In order for the special waste to be collected the Generator must prepare, complete, and sign an original Non-Hazardous Special Waste & Asbestos Manifest (Manifest). The Republic Manifest must be utilized unless an alternative tracking document has been approved by the Special Waste Department. A Manifest must be provided to the transporter of the special waste and accompany the load and provided to the receiving disposal facility. **An original signed Manifest must accompany each load of special waste** transported from the Generator, unless the Generator provides a letter to the receiving landfill authorizing the copying of a signed Manifest and its use by the Generator. A multiple page carbonless manifest is the preferred form but not required unless specified by a State regulation.

If a Generator has received an approved Parent Profile number to comingle special waste streams at point of generation, the Parent Profile number must be placed on the Manifest.

7.2 Transporter

The transporter of a special waste whether the transporter is a Republic Company or a third party must obtain the required original signed and completed Manifest from the Generator. An original Manifest must be obtained for each load that is collected. The transporter must complete, sign and date the Manifest in the appropriate sections and provide the Manifest to the receiving facility gatehouse. If no Manifest is provided by the Generator, the transporter cannot haul the load of special waste.

7.3 Disposal Facility

In the acceptance of a special waste the receiving disposal facility personnel must verify the special waste is approved, convey any special handling or management conditions to operational personnel, determine if the Manifest is complete and special waste file is complete, and coordinate the conducting of a special waste load screening.

7.3.1 Approval Verification

The gate attendant, upon receipt of a Manifest, must verify that the special waste is an approved profile and has not expired. If the profile approval cannot be verified, the load must be detained until verification is obtained. Contact should be made by facility personnel with the Special Waste Department to determine status of the profile approval. If no verification can be obtained from the Special Waste Department, the load is to be rejected. However, the disposal facility management must be contacted before any load of special waste is rejected.

7.3.2 Manifest Verification

The Manifest must be reviewed for completeness before the load can be accepted. The following identifies issues and action to be taken if a Manifest discrepancy is identified:

7.3.2.1 No Manifest Provided – if no Manifest is provided with a load requiring a Manifest, the load must be rejected unless a facsimile copy of the manifest is provided by the Generator. The original Manifest must be mailed by the Generator to the facility and attached to the facsimile and placed in the special waste file.

7.3.2.2 Incomplete/Inaccurate Information – If the Manifest is incomplete or information does not correspond to approved profile, the discrepancies must be resolved with the Generator before the load can be accepted. Any corrections are to be noted on the Manifest.

7.3.2.3 Volume Issues – For all loads, particularly those accepted and billed on a volume basis, the volume on the Manifest will require verification. The transporter trailer will be measured (length and width) in addition to measuring the average height of the waste in the trailer. The calculated volume must be within ten percent (10%) of that indicated on the manifest. If the volume is beyond the ten percent (10%) acceptable margin of error, the Generator must be contacted to resolve the volume discrepancy. The discrepancy must be amended and noted on the Manifest.

7.3.2.4 No Signatures – If the transporter driver has not signed the Manifest, the driver must be requested to sign and date. If the Generator has not signed the Manifest, the load must be rejected unless a facsimile copy of the signed manifest is provided by the Generator. The original signed Manifest must be mailed by the Generator to the facility, attached to the facsimile and placed in the special waste file.

7.3.3 File Completeness

For a new special waste not previously accepted at the facility, the gatehouse personnel must review and determine if the special waste to be received has a complete special waste file (see Section 8.0 of this Plan for explanation of a complete special waste file). If the file completeness cannot be verified, the load must be detained until verification is obtained. Contact should be made by facility personnel with the Special Waste Sales Coordinator or Corporate Special Waste Department to obtain complete documentation. If no complete file can be obtained, the load is to be rejected. However, the disposal facility management must be contacted before any load of special waste is rejected.

7.3.4 Specific Management Conditions

A review of the file by gatehouse personnel must be conducted to determine if any specific management or handling conditions have been imposed on the acceptance of the approved special waste, either by the Special Waste

Department or the General Manager or his/her designee. If specific conditions have been imposed, they are to be conveyed to appropriate operational staff prior to the acceptance of the waste.

7.3.5 Screening Process

All special waste loads will be subject to a screening process upon arrival at the landfill site. The following screening procedures are the best management practices available to the landfill to identify any misrepresentations made to the landfill by the Generator during the approval process. The screening process will consist of three (3) types of review: initial load (first delivery) screening; (2) random load selection; and (3) suspicious load screening.

7.3.5.1 Initial Load Screening – The initial load (first load delivered of a new special waste) must be screened and will require the completion of a Special Waste Inspection Sheet (SWIS). Completion of the SWIS (see Appendix B for form) ensures that the waste matches the description provided by the Generator on the Profile. The description should include the following:

Color	Black, Brown, Tan, Red, Blue, Green, White, etc. (Describe)
Odor	None, Mild or Strong
Physical State	Solid, Semi-solid, Powder, Drummed, Smokes, Streams, etc. (Describe)
Free Liquids	Visually observe (load rejected if liquids are visually detected)

The SWIS is completed after performing the above inspection. The form is then filed with the other documents that pertain to the specific special waste. It is recommended that a digital photo be taken of the initial load and the photo incorporated as part of the special waste file for future reference.

It is also required that a SWIS be conducted on the special waste following the recertification approval of the waste.

7.3.5.2 Random Load Screening – As part of the random load visual inspection program required by 40 CFR 258.20 and most state regulations, a special waste load will be subject to the random selection and screened accordingly. The SWIS will be utilized to document the random load inspection. During the inspection staff must communicate with the gatehouse personnel to ascertain the Profile description regarding typical color, odor, and physical state, in addition to determining presence of free liquids. The SWIS is completed after performing the above inspection. The form is then filed with the other documents that pertain to the specific special waste.

7.3.5.3 Suspicious Load Inspection – In the general receipt and management of any special waste staff should be diligent in continually reviewing the acceptability of a special waste. Any special waste load

that appears suspicious (does not appear to be the same color, odor, or physical state as previous loads received) must be screened further. The SWIS will be utilized to document the suspicious load inspection. During the inspection staff must communicate with the gatehouse personnel to ascertain the Profile description regarding typical color, odor, and physical state, in addition to determining presence of free liquids. The SWIS is completed after performing the above inspection. The completed form is then filed with the other documents that pertain to the specific special waste.

7.3.6 Load Rejection

When a discrepancy regarding the waste variation is found during the visual inspection of a load (initial, random or suspicious) the facility management must be contacted. If management is not available, contact the Special Waste Sales Person or the Environmental Manager. Management must discuss any discrepancy with the generator of the load. If the discrepancy cannot be properly explained, the load must be rejected. The reason why the load was rejected must be written on the SWIS. Additionally, a digital photo should be taken to supplement the file of a rejected load. The printed photo and completed SWIS must be placed in the special waste file. A copy of the SWIS documenting the load rejection and photograph must be forwarded to the Special Waste Sales Person and Special Waste Department for any appropriate follow-up with the Generator.

7.3.7 Special Waste Disposal Procedures

After all aspects of the special waste delivery and acceptance procedures as outlined in Section 7.3 of this Plan have been completed and the waste is acceptable for disposal, the load can be directed to the landfill working face for proper management. Particular attention must be given to any specific conditions that may have been imposed on the Special Waste Department Decision form as required in Section 7.3.4 of this Plan.

7.3.8 Nonconforming Waste Procedures

In the course of managing and/or screening special wastes a material may be identified as a potentially nonconforming waste for acceptance at the disposal facility. Management of nonconforming waste should follow the procedures outlined in the Guide to Managing Nonconforming Waste Events, Appendix E. The guide outlines the procedures for investigation, reporting, excavation or other remediation/response action, as well as fixing and preventing such incidents from occurring in the future.

7.4 Transfer Station and Special Waste

It will not be standard practice of Republic to manage a special waste at a transfer station for various reasons including:

1. The special waste may require specific packaging or special handling that prevents the waste from being handled at a transfer station.

2. The special waste may be dusty, odorous, or have other physical properties that are not conducive to handling the material at a transfer station.
3. Manifest procedures may become invalid when the transfer station handles the waste or the incoming special waste load cannot be placed in the same outgoing transporting vehicle.
4. Facility operation under third party contractual agreement (not operated by Republic personnel).

Notwithstanding these reasons and others, there may be certain special wastes that can potentially be handled at a transfer station. The Special Waste Analyst must approve the handling of the special waste through a transfer station on a case-by-case basis. The Special Waste Analyst may require that a proposed special waste to be managed at a transfer station be considered by the Special Waste Review Committee for approval. If the waste is to be handled at a transfer station, it must be noted on the Special Waste Department Decision form and any special conditions clearly stated. **The transfer station and landfill general managers or their designees must both sign the Special Waste Department Decision form to the acceptance of the special waste at a transfer station.**

Any special waste managed at a transfer station must be accompanied by a properly completed and signed Non-Hazardous Waste Manifest via Transfer Station (see Appendix B for form). The completed Non-Hazardous Waste Manifest via Transfer Station must be provided to the gatehouse staff upon arrival at the disposal facility. All special waste delivery, acceptance, and screening procedures as outlined in Section 7.0 of this Plan are applicable to management of a special waste at a transfer station. A copy of the completed SWIS for the initial load must accompany the initial Manifest to the landfill. See Appendix E, Procedure for Management of Special Waste through Transfer Station, for more detailed description of the general standard operating procedures for managing a special waste at a transfer station.

8.0 Special Waste Files and Recordkeeping

Documentation of the handling and management of special waste is vital. Not only having reliable and accurate documentation on the waste to minimize a negative impact on the receiving facility, but to assign liability and responsibility when an impact might occur. Republic hauling, transfer stations, and landfills that manage special waste must maintain various files. **In addition to personnel special waste training documentation and signatory designation, the following sections outline the required files for each special waste Generator:**

8.1 Hauling

- Special Waste Profile, Express Profile and Change
- Special Waste Profile - Recertification
- Special Waste Department Decision

8.2 Transfer Stations

- Special Waste Profile, Express Profile and Change
- Special Waste Profile - Recertification
- Special Waste Department Decision

- Special Waste Inspection Sheet (SWIS)

8.3 Disposal Facility

- Special Waste Profile, Express Profile, Change, and Parent
- Special Waste Profile - Recertification
- All supporting documentation (analytical data, MSDS, etc.)
- Third Party Signature Authorization
- Special Waste Department Decision
- Special Waste Service Agreement
- Special Waste Inspection Sheet (SWIS)
- Non-Hazardous Special Waste and Asbestos Manifest
- Non-Hazardous Waste Manifest via Transfer Station

9.0 Asbestos Special Waste Procedures

Asbestos, which is a naturally occurring mineral, essentially can be classified into two (2) categories of waste: (1) non-friable; and (2) friable asbestos. **Non-friable asbestos** is any waste containing more than one (1) percent of asbestos and, the waste when dry, cannot be crumbled, pulverized or reduced to a powder by hand pressure. Examples of non-friable asbestos include gaskets, floor tile, asphalt roofing, vehicle brake shoes and clutch pads. **Friable asbestos** is any waste containing more than one (1) percent of asbestos and, the waste when dry, can be crumbled, pulverized or reduced to a powder by hand, thereby releasing small, inhalable fibers into the surrounding atmosphere. Examples of friable asbestos includes pipe insulation, ceiling tiles, sprayed-on fireproofing, insulation from walls and ceilings, transite, and damaged material that was originally non-friable.

The following sections describe the acceptance and management procedures for both non-friable and friable asbestos as a special waste. Additional information regarding asbestos management can be found in the Appendix C, Supplemental Information for Specific Waste Streams.

9.1 Non-Friable Asbestos Acceptance and Management

Non-friable asbestos is a **special waste** and must be profiled and approved as a special waste. However, the approval procedure will follow the following specific process:

9.1.1 Generator and Approval Procedures

The Generator must complete the Express Profile, checking the appropriate Profile box as a non-friable asbestos waste, and submit the Profile to the Special Waste Sales Coordinator. The Special Waste Sales Coordinator will review the Profile for completeness and forward a complete Profile to the Special Waste Department for review and approval. Following approval and issuance of a profile number, the Special Waste Department Decision will be forwarded to the Special Waste Sales Coordinator for proper distribution. Recertification of Express Profile for non-friable asbestos will follow the same procedure as outlined above.

9.1.2 Transporter

The transporter must receive a properly completed and signed Non Hazardous Waste and Asbestos Manifest from the Generator prior to hauling the load. The Manifest should indicate the waste is non-friable in the applicable section. The transporter must complete and sign the applicable portions of the Manifest.

9.1.3 Disposal Facility

The disposal facility will have the following additional requirements in the management of non-friable asbestos:

- Determine if proper Non Hazardous Waste and Asbestos Manifest is provided and if properly completed, dated, and signed by applicable parties.
- Create a proper area for the receipt of the non-friable asbestos.
- Manage as if non-friable waste can become friable as it worked.

9.2 Friable Asbestos Approval, Acceptance and Management

Friable asbestos is a special waste and all approval, acceptance and management requirements as outlined in Sections 4.0 through 7.0 of this Special Waste Management Plan are applicable. However, friable asbestos is also subject to Federal, and in some instances, State regulations. Consequently, there are several additional required procedures in the acceptance and management of friable asbestos for the Generator, transporter, and disposal facility. The **additional requirements are:**

9.2.1 Generator

The Generator must utilize the Republic Non Hazardous Waste and Asbestos Manifest, or the Federal NESHAP form, as the manifest form for this waste. All applicable portions of the Asbestos Manifest must be completed, signed and dated by the Generator. The Generator must also properly package and label the bags, drums, wrappings, etc.

9.2.2 Transporter

The transporter must receive a properly completed and signed Manifest from the Generator prior to hauling the load. The transporter must complete and sign the applicable portions of the Manifest and present the completed form to the disposal facility personnel. All bags, boxes and containers must be properly labeled and any shipments must comply with DOT marking and labeling requirements.

A twenty-four (24) hour advance notification to the disposal facility of the delivery of the packaged friable asbestos is required.

9.2.3 Disposal Facility

The disposal facility additional requirements for managing friable asbestos are:

- Determine if proper Non Hazardous Waste and Asbestos Manifest is provided and if properly completed, dated, and signed by applicable parties.
- Ensure containers are properly labeled.
- Inspect load to ensure no leakage of contents and bags, drums, wrappings, etc. are properly packaged and labeled.
- Resolve any discrepancies in incomplete manifest or volume greater than 10% **prior to acceptance** of the load.
- Mail original completed Non Hazardous Waste and Asbestos Manifest to Generator within thirty (30) days of receipt.
- Maintain a daily receipt log of the Generator name, quantity, and date.
- Maintain a map of where friable asbestos is placed in the landfill to include coordinates, depth, and quantity, unless other tracking procedures are required by a state regulation.
- Create a proper area for the receipt of the friable asbestos.
- Cover asbestos disposal area immediately or post required asbestos hazard signage.
- Provide annual asbestos awareness training to applicable landfill personnel.
- Provide required 45-day prior notice to appropriate regulatory agency of any construction activities in any areas where friable asbestos has been placed.
- Upon closure of the facility, provide asbestos acceptance identification to appropriate regulatory agency and on the property deed.

10.0 Special Waste Disposal at Non-Republic Facility

Any Republic hauling division that plans to transport a special waste, as identified and defined in Section 3.0 of this Plan, to a non-Republic facility (transfer station, landfill or incinerator) **must:**

- 1. Coordinate the establishment of a properly executed written third party disposal agreement with Republic Legal Department prior to managing the waste.**
- 2. Obtain prior written approval from the Corporate Special Waste Department at least thirty (30) days in advance of the initial transport service.**

Proper profiling, characterization, and approval of the special waste by the receiving non-Republic facility are required. Copies of the Generator's profile, non-Republic facility acceptance approval and non-Republic manifests must be maintained by the Republic hauling division.

If the receiving non-Republic facility does not have a program to profile, characterize, and approve special waste, the special waste must be properly profiled, characterized, approved and manifested according to the applicable procedures of this Plan. The Republic hauling division must maintain a file as specified in Section 8.1 of this Plan.

11.0 Management of On-Site Generated Special Waste

Republic facilities periodically generate special waste as part of their routine and normal operations that require proper profiling, characterization, and approval prior to their disposal. On-site generated special wastes include, but are not limited to the following:

- Truck wash down and washout waters
- Outdated chemicals
- Contaminated equipment, rags, debris
- Wastewater treatment residues (e.g. filter cakes, clarified solids, etc)
- Still bottoms, irreclaimable solids, oil/water separator sediments, and sludge
- Spill cleanup wastes
- Recovered "product" from on-site clean up
- Tank cleanout wastes
- Surface impoundment or pond sludge cleanout wastes
- Contaminated storm water collected in ponds or tanks
- Any other regulated or potentially hazardous waste

Materials that are recycled are not considered special wastes. In addition, wastes such as leachate that are approved for disposal by permit or regulation are not considered on-site generated special wastes.

The following describes the procedures to be followed for the proper management of on-site generated special waste at a Republic disposal facility and a non- Republic disposal facility.

11.1 Management at Republic Facility

On-site generated special waste proposed for disposal at a Republic facility must be properly profiled, characterized and approved as outlined in Section 4.0 of this Plan. The Special Waste Department should be contacted for guidance on any required analytical requirements. The use of a Manifest is **NOT REQUIRED**.

The following documentation must be maintained on file for any special waste generated and approved at an on-site Republic facility:

- Special Waste Profile
- Special Waste Department Decision
- Laboratory data, MSDS, etc, as applicable
- Any regulatory required permits or tracking forms for transportation or disposal.

11.2 Management at Non-Republic Facility

If the on-site generated special waste is to be managed by a company other than a Republic division, then additional documents (permits, State or Federal letter of accreditation, contract, certification, etc.) may be required as determined by the Corporate Special Waste Department. A Republic Special Waste Profile is not required. At a minimum, facility management must have on file the following documentation for any special waste disposed of at a Non- Republic facility:

- Documentation of the quantity of waste disposed
- Any required permits or tracking forms for transportation or disposal
- Disposal contract
- Regulatory approval for receiving management facility, as applicable
- Any other documentation deemed necessary by the Special Waste Department

12.0 Variances from Special Waste Management Plan

Where implementation of any procedures contained in this Plan will result in substantial economic hardship and where no adverse environmental impact or conflict with other laws or regulations is anticipated, variances from this Policy may be granted by written approval of the Director of Compliance or the Vice President of Engineering and Environmental Management. The facility manager requesting the variance must make an accurate and fully documented demonstration supporting the need for a variance.

13.0 Special Waste Training Provision

Special waste training is required of all staff involved in the approval and management of a special waste, including but not limited to, Sales Staff, Special Waste Sales Coordinator, landfill and transfer station general managers, gatehouse and operational staff, hauling company manager, and supervisors. Following initial training on the Plan, refresher training must be conducted and documented every three (3) years for all affected employees. Annually, initial training will be offered to new employees involved in the approval and management of a special waste. Documentation of training is to be placed in the facility special waste file.

The purpose of training is to ensure that special waste procedures are consistent and in accordance with this Plan. The objectives of training are:

- To identify and eliminate unauthorized wastes from Republic facilities.
- To protect our employees from contact with potentially harmful materials.
- To familiarize employees with the special waste evaluation process and procedures.
- To assure that the waste meets all disposal criteria for acceptance by the facility.
- To decrease the amount of time spent on the evaluation process of a customer's special waste stream.
- To improve the sales person's knowledge of special waste streams and how these procedures protect the customer's liability.

Each Republic division is responsible for identifying employees involved in the special waste process and ensuring that these employees are properly trained to carry out their assigned responsibilities.

WASTE SCREENING (PROHIBITED WASTES)

Scale shack attendants are responsible for ensuring that prohibited wastes are not accepted or disposed of in the transfer stations or landfill. All loads should be inspected prior to entry. Prohibited wastes should be removed prior to entering the facility. If the spotter identifies any prohibited waste being dumped, the spotter will have the customer reload the prohibited waste back onto the customer's vehicle. The customer will be recommended to one of the following facilities:

Hazardous Waste, PCB Waste Facilities and Contractors

Facility Or Contractor Name & Location	Phone #:	Waste Accepted or Handled
1. U.S. Ecology Beatty, NV	(775) 553-2203	Hazardous Waste PCB Waste
2. Romic Environmental Chandler, AZ	(520) 952-5760	Hazardous Waste Liquid Waste
3. Safety Kleen N. Las Vegas	(702) 657-2300	Hazardous Waste Liquid Waste
4. Salesco Systems Phoenix, AZ	(602) 233-2955	PCB Waste Fluorescent Light Tubes
5. Environmental Technologies	(702) 734-5400	Special Waste Hazardous Waste Transfer Asbestos Transportation HH Hazardous Waste Medical Waste
6. Refrigerant Recovery N. Las Vegas	(702) 644-3993	CFC Recycling
7. Nevada Crime Cleaners	(702) 896-9799	CESQG Waste
8. Nevada Blind Center	(702) 642-6000	Recycle Computers, Monitors

If the customer has left, the operator will isolate the items and contact his/her supervisor. They will also try to identify the customer that left the prohibited items.

Once the customer is alerted to the situation, RSSN personnel will either hold the items for them or return the items to them. If further assistance is necessary, RSSN employees will contact an onsite supervisor. If an entire load is rejected, the Rejected Load Form (Form #: R1) must be filled out and sent to ET. ET will forward the rejection form to CCHD.

The Following Are Prohibited Wastes:

1. Drums:

Drums are only acceptable when they are crushed or cut in two pieces. Plastic drums must be quartered.

2. Liquids:

No liquids are allowed. If customers have questions or concerns, they should contact ET. Suspect loads must pass the paint filter test. Septic and Non-Septic waste should be referred to ET.

3. Cylinders:

Compressed gas cylinders can only be accepted when they are *completely empty and the head valve has been removed or cut off*. Residential customers with full cylinders should be referred to the Household Hazardous Waste Program at the Recycle Center.

4. R/R Ties:

Railroad Ties and Telephone Poles are *not accepted at the transfer stations*. We accept these items in limited quantities from residents at the Apex Landfill. All commercial customers must be referred to Environmental Technologies for disposal.

5. Fluorescent Tubes:

Fluorescent Light Tubes (FLT) are not accepted from commercial customers. FLT's are accepted from residential customers in limited quantities through the Household Hazardous Waste program.

6. PCB Ballasts:

Ballasts are small oil-filled containers that are found inside light fixtures which and could contain PCB oil. Ballasts manufactured without PCB oil will be clearly marked as "*non-PCB*" on the outer casing of the ballast. Any ballasts not marked as "*non-PCB*" are prohibited, and the customer should be referred to ET.

7. CFCs:

CFCs are refrigerants, such as freon, that are found in freezers, refrigerators, and air-conditioning ("A/C") units. If any freezers, refrigerators, or A/C units are found in a load, RSSN personnel should check to see if the compressor is still in the unit. If the compressor is present, there must be an orange evacuation sticker on the unit (see appendix A) before the unit can be placed in the recycling bin or disposal area. CFC units that contain compressors but are without stickers will be placed in the CFC holding area. RSSN has contracted with an independent company to evacuate CFC from white goods. CFC units must not be placed in the recycling bin unless the CFCs have been removed. Evacuation of CFCs is free to residential customers, but commercial customers are required to pay an evacuation fee. See subsection 15 of Operations Plan (Appendix C) for evacuation and disposal procedures.

8. Animals:

Dead animals are only accepted at the Apex Regional Landfill.

9. Storage Tanks:

Storage tanks are not accepted

10. Asbestos:

Asbestos is not accepted at any transfer station or at the Apex Regional Landfill. Customers must remove large non-friable asbestos from loads before entering. However, if there is any doubt regarding the nature or the amount of the asbestos, the entire load will be rejected, and the attached Rejected Load Form (Form #: R1) will be completed and sent to CCHD Air Quality Division and ET. Only pre-approved, properly labeled, and packaged asbestos is accepted into the Apex Industrial Waste Landfill. If asbestos is identified on the tipping floor, the area will be secured, and ET will be contacted immediately. Customers will be directed to contact ET for questions regarding proper disposal of asbestos. See Operations Plan (Appendix C) for handling and disposal procedures.

MEDICAL WASTE

Treated medical waste is typically not dumped at transfer stations. Medical waste customers must be referred to Environmental Technologies ("ET") for information regarding proper handling. If an attendant or spotter suspects a customer is dumping untreated medical waste, they must call the supervisor immediately. If untreated Medical Waste is discovered in the tipping area, employees should not touch the waste, secure the area, and contact ET.

ALCOHOL AND FIREARMS

No alcohol or firearms are allowed on company property. Anyone suspected to be under the influence of alcohol or drugs are not allowed on the property.

11. Hazardous Materials:

Hazardous materials, such as corrosives, flammable liquids, oxidizers, and pool chemicals, are not allowed on the tipping floor. These types of materials are usually easily identified by DOT or OSHA colored hazard warnings on the containers. Gate attendants and spotter guides will receive training in the identification of these labels. If hazardous materials are found on the tipping floor, the materials should be secured in a safe area, if possible. Hazardous materials that are leaking or pose a safety risk should be isolated. Once the area has been secured, ET should be contacted immediately.

If regulated quantities of hazardous or PCB wastes are identified on incoming haul vehicles, RSSN will refuse to accept the load and notify CCHD and Environmental Technologies (ET). ET will manage subsequent activities related to the waste load, including transportation, storage, and containment. RSSN will see that the waste is managed in accordance with applicable federal and state regulations.

Wastes that are determined to be hazardous may be stored by RSSN for up to 90 days per 40 CFR §262.34. To satisfy this section of federal regulations, RSSN will perform the following:

- Place waste in tanks, 55-gallon containers, or other appropriate containers;
- Clearly label the container of waste with the date of packaging;
- Clearly mark the container with the words, "Hazardous Waste"; and
- Mark the name and telephone number of the emergency coordinator (i.e., operations manager or safety manager) on the container.

If the waste is transported off site, a provisional or one-time U.S. environmental Protection Agency (EPA) identification number may be obtained if one does not already exist. The waste will be packaged per applicable Department of Transportation regulations, and the container will be properly transported and manifested to its point of destination.

In the event PCB wastes are identified on-site, RSSN will store and dispose of the waste per 40 CFR Part 761. RSSN will:

- Obtain an EPA PCB identification number, if one does not already exist;
- Properly store the PCB waste until transport;
- Properly mark the containers with the words, "Caution: Contains PCBs"; and,
- Manifest the container for shipment to a permitted facility for disposal.

- Follow any and all laws, rules, and/or regulations pertaining to the generation, transportation, and/or disposal of special waste.
- Identify any waste material other than routine municipal solid waste which may require special handling and/or permitting prior to the handling of the waste.
- Evaluate the physical, chemical, and biological characteristics, and compatibility with other waste and other potential impact to Republic employees, facilities, or environment.
- Review the Generator information submitted and to determine the acceptability of special waste streams prior to managing (collection, transportation, storage and/or disposal) the special waste.
- Handle and/or dispose of the special waste in a manner that minimizes impact to Republic employees, facilities, or environment.

3.0 SPECIAL WASTE DETERMINATION

In order for a waste stream to be managed by Republic the waste material must be evaluated to determine if the waste is a potential special waste and acceptable for disposal into a Republic facility. To determine if a waste stream is a special waste and acceptable for management by Republic facilities, the following four (4) steps must be completed:

3.1 Is Waste a Special Waste?

A special waste is defined as any waste material which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Unless otherwise determined by the Special Waste Analyst, a waste is a special waste if it meets the above definition or any of the following listed special waste examples: **(*Note: These are common examples of Special Waste. This list is not all-inclusive.)**

- Any waste requiring on-site treatment (other than at the landfill) before disposal
- Asbestos (friable and non-friable) containing materials or wastes from a building, structure, or unit that is involved with a manufacturing or industrial process
- Ash from fires, furnaces, boilers, or incinerators, including medical waste incineration
- Auto shredder residue or "fluff"
- Bulk liquids for solidification processing
- Chemical compounds or petroleum products – new or used
- Chemical process waste and chemical spill cleanup debris
- Containerized materials (i.e., tank trucks, barrels, drums, palls, etc.)
- Contaminated soils and debris, including soils from the removal of underground storage tanks (USTs), UST remediation material
- Debris and/or residue from spill cleanup, such as dirt, sand, plastic, concrete, tanks, tyvek suits
- Demolition waste from industrial facilities or decommissioned industrial facilities
- Dry cleaning wastes such as spent filters
- Electronic waste from commercial and industrial facilities

- Fine powders or highly dusty materials
- Heat generating or reactive waste
- Medical waste (treated) from hospitals, doctor's offices, clinics, nursing homes, mortuaries, testing laboratories, veterinary clinics, etc.
- Mining, resource exploration and production wastes (e.g., E&P wastes)
- Odiferous waste or waste that cause substantial odors
- Off-specification, contaminated, spoiled, outdated or banned products or chemicals. This includes large volumes of food and beverage products.
- Other materials defined as special waste by State or Federal rules or regulations (e.g., CERCLA non-hazardous waste)
- Paint spray booth wastes, filters, and paint sludge
- Pharmaceutical wastes
- Pollution control wastes (See Appendix D, Terms, Acronyms and Definitions for detailed description)
- Print shop wastes such as inks, toners, rags/wipes, etc.
- Regulated radioactive (NORM) waste
- Sandblast grit
- Sludge waste generated by domestic septic tanks, sewage treatment plants, food processing plants, industrial wastewater treatment plants, oil/water separators, vehicle washing facilities, etc. Sludge can be produced in several forms such as liquid material, cake-like material, flaky rubber type material, dirt-like material or mud-like material.
- Vehicle maintenance wastes such as used oil filters, sludge, oily rags, solvents, chemicals, etc.

Special wastes **DOES NOT** include:

- General household waste
- Uncontaminated landscape waste
- Uncontaminated construction or demolition debris from a building, road or structure that is not involved with any manufacturing or industrial process
- Uncontaminated packaging material (i.e. not previously in direct contact with products, raw materials or waste), unless specifically regulated otherwise by a state regulation

3.2 Is Waste a Hazardous Waste?

A waste may be hazardous by listing or by characteristic according to Federal regulations (40 CFR Sections 261.20 through 261.34), and/or through other specific State regulations. If a waste is determined to be a regulated hazardous waste, the waste **CANNOT** be accepted.

3.3 Does Waste Pose Handling Concerns?

Determine if any of the characteristics of the waste will inhibit the management ability (collection, transportation, storage and/or disposal) by Republic. Handling procedures may change according to certain characteristics of odor, color, viscosity, density, reactivity, and/or solid/liquid content.

3.4 Any Site Specific Regulatory Concerns?

PROCEDURES FOR MAINTAINING SPECIAL WASTE FILES

The special waste manager will send an email to make notice of any changes or recertification's. Open the special waste spreadsheet and make the appropriate changes.

- Recertification (change effective and expiration dates)
- Change (change annual estimated volume, frequency or type of waste)

The special waste manager will drop off the hard copies of any changes or recertification's. Pull the files; make the changes in the file on the spreadsheet (for example, expiration dates or frequency) and update checklist.

The last week of every month, resort the special waste spreadsheet by expiration date. Highlight the expiration dates that will expire the following month. Email the portion of this list to the special waste manager and ask him if he will be recertifying these profiles or if they need to be archived. When the email stating what is to be done with them arrives, pull and archive the expired profiles specified and cut and paste the information from the active profile spreadsheet to the expired profile spreadsheet. (This is located on the corresponding tab on the bottom left corner of the spreadsheet). Leave the profiles that will be recertifying highlighted in red until the recertification papers are received. This will let you know you are still waiting on updated paperwork. When you receive the updated paperwork, insert the new effective and expiration date on the spreadsheet and then remove the red highlight. If the new decision form is not signed then highlight this in yellow and make note of it in the note column.

Once a month resort the special waste list by inspections needed and print the portion that still needs inspections. Hang this list on the communication board in the scale house. This will give them a quick reference as to which profiles still need inspections. When you receive the completed inspections, file them in the appropriate file. If it is an initial inspection mark it off the checklist. If it is a recertification or change you will simply place it in the file.

When there are profiles that the decision forms have not been signed make a list of them and email the list to the GM asking him to please sign the forms and send them back. When the forms are received, mark them on the checklist in the file and add the signed one to the file and remove the blank form. Remove the highlights on the special waste spreadsheet.

Tipper Tracker



In this section you will learn about special waste inspection sheets. The Environmental Manger will send us these forms for new accounts that need to be inspected. These forms are listed and kept in a file that hangs on the wall for easy access. You will need to read through them periodically to become familiar with what trucks and materials you will be looking for. If a driver brings in a load that you know we have an inspection sheet for you will pull the sheet and the index sheet out. You will fill in the inspection sheet and cross it off the index sheet. This is what the file and sheets look like.



This is the file that hangs on the wall next to the inbound side window.

PROJECT	SIGNATURE	NAME OF WASTE	TRANSPORTER	LOCATION
3025-12-0131	SW-SP CONTAINERS	QUEEN BLAST	SANDBLAST MEDIA	1 BLU 1
3025-12-0340	LV CO GRN	COOLING TOWER SLUDGE	CLEAN HARBORS	1 BLU 2
3025-12-7340	MERCO GRN	SAND BLAST MEDIA		1 YEL 1
3025-12-7211	CLAN CHLOR	CAUSTIC LOADING		1 YEL 2
3025-12-4094	CLAN CHLOR	COOLING TOWER CONCR		1 YEL 2
3025-12-4027	CLAN CHLOR	CONSTRUCT DEBRIS MAT		1 GRN 1
3025-12-7522	CLAN CHLOR	USED PAINT SUPPLIES	REPUBLIC	1 GRN 1
3025-12-13646	INT ENERGY CORP STATION	SLUDGE	REPUBLIC	1 GRN 2
3025-12-13489	CITY OF LV			1 GRN 2
3025-12-12957	MERCO GRN AEROCOL	POND SLUDGE	LV PAVING	1 BLK 1
3025-12-12406	TIMET	WEATHERED WOOD	REPUBLIC	1 BLK 2
3025-12-0000	TRIPUBLIC	SOIL W/ PETROLEUM	REPUBLIC	1 RED 1
3025-12-4342	SW-SP CONTAINERS	SAND BLAST MEDIA		1 RED 2
3025-12-11405	MERCO GRN CHLORINE	BIO SOLIDS	MERRELL BROSX	2 BLU 1
3025-12-0001	GRN FARMERLANDS	SOIL		2 BLU 2
3025-12-0140	PARK INDUSTRIAL	TIRES (T & S) REDS		2 YEL 1
3025-12-7520	CLAN SERVICES	SHAKER SOLIDS	REPUBLIC	2 YEL 2
3025-12-11000	BIO DIESEL OF LV	Diatomaceous		2 GRN 1
3025-12-12667	BUREAU OF REPAIR	IMPACT SOIL	BALDWIN	2 GRN 2
3025-12-12000	STURGEN ELECTRIC	SOIL W/ FUEL SPILLS	STURGEN ELECTRIC	2 BLK 1
3025-12-12000	DESERT STAR ENERGY	MIRA SOLIDS (SCALE)	CLEAN HARBORS	2 BLK 2

Special waste inspection index sheet. This is right inside the cover of the file. Each file has a tab that is labeled with the set, color and side. So 1 BLU 1 means it is located in the 1st set of blue files and is on the 1st side.

REPUBLIC SERVICES, INC.

SPECIAL WASTE INSPECTION SHEET

☒ Initial ☐ Random ☐ Suspicious ☐ Recertification

Driver's Name: John Smith Date: 11/15/10

Company Name: Southwest Specialty Coatings

Material Name: Kleen Blast 16/30 grit

Quantity: 100 lbs

Location: 1000 N. 10th St

City: Phoenix State: AZ

Physical Screening

INDICATE YES OR NO FOR EACH OF THE FOLLOWING TESTS (IF ANY OF THE TESTS FAIL, THE WASTE MUST BE REJECTED AND THE DRIVER MUST BE NOTIFIED IMMEDIATELY. IF THE WASTE FAILS ONE OR MORE OF THE PHYSICAL SCREENING TESTS, IT IS UNACCEPTABLE FOR DISPOSAL AND SHOULD BE REJECTED.)

Color: White ☐ Yes ☒ No

Odor: None ☐ Yes ☒ No

Physical State: Granular ☐ Yes ☒ No

Other: None ☐ Yes ☒ No

Waste Accepted

Waste Rejected (If Rejected then a Photograph MUST be attached)

Reasons for Rejection:

☐ Improperly Labeled or Unlabeled Material

☐ Transporter's Manifest Missing

☐ Does Not Meet Requirements

Comments:

This is a special waste inspection sheet. If a driver comes to the window and says he is hauling for Southwest Specialty Coatings and has kleen blast 16/30 grit then you pull this sheet and fill out the empty fields. When you have filled it out completely you will file it in the MISC file and it will get sent back to the Environmental Manager.



Each sheet will have an information packet that gets filed in these two binders in alphabetical order. These are located right below the inbound computer monitor.

METHOD 9095B

PAINT FILTER LIQUIDS TEST

1.0 SCOPE AND APPLICATION

1.1 This method is used to determine the presence of free liquids in a representative sample of waste.

1.2 The method is used to determine compliance with 40 CFR 264.314 and 265.314.

2.0 SUMMARY OF METHOD

2.1 A predetermined amount of material is placed in a paint filter. If any portion of the material passes through and drops from the filter within the 5-min test period, the material is deemed to contain free liquids.

3.0 INTERFERENCES

3.1 Filter media were observed to separate from the filter cone on exposure to alkaline materials. This development causes no problem if the sample is not disturbed.

3.2 Temperature can affect the test results if the test is performed below the freezing point of any liquid in the sample. Tests must be performed above the freezing point and can, but are not required to, exceed room temperature of 25 °C.

4.0 APPARATUS AND MATERIALS

4.1 Conical paint filter -- Mesh number 60 +/- 5% (fine meshed size). Available at local paint stores such as Sherwin-Williams and Glidden.

4.2 Glass funnel -- If the paint filter, with the waste, cannot sustain its weight on the ring stand, then a fluted glass funnel or glass funnel with a mouth large enough to allow at least 1 in. of the filter mesh to protrude should be used to support the filter. The funnel should be fluted or have a large open mouth in order to support the paint filter yet not interfere with the movement, to the graduated cylinder, of the liquid that passes through the filter mesh.

4.3 Ring stand and ring, or tripod.

4.4 Graduated cylinder or beaker -- 100-mL.

5.0 REAGENTS

5.1 None.

6.0 SAMPLE COLLECTION, PRESERVATION, AND HANDLING

A 100-mL or 100-g representative sample is required for the test. If it is not possible to obtain a sample of 100 mL or 100 g that is sufficiently representative of the waste, the analyst may use larger size samples in multiples of 100 mL or 100 g, i.e., 200, 300, 400 mL or g. However, when larger samples are used, analysts shall divide the sample into 100-mL or 100-g portions and test each portion separately. If any portion contains free liquids, the entire sample is considered to have free liquids. If the sample is measured volumetrically, then it should lack major air spaces or voids.

7.0 PROCEDURE

7.1 Assemble test apparatus as shown in Figure 1.

7.2 Place sample in the filter. A funnel may be used to provide support for the paint filter. If the sample is of such light bulk density that it overflows the filter, then the sides of the filter can be extended upward by taping filter paper to the inside of the filter and above the mesh. Settling the sample into the paint filter may be facilitated by lightly tapping the side of the filter as it is being filled.

7.3 In order to assure uniformity and standardization of the test, material such as sorbent pads or pillows which do not conform to the shape of the paint filter should be cut into small pieces and poured into the filter. Sample size reduction may be accomplished by cutting the sorbent material with scissors, shears, a knife, or other such device so as to preserve as much of the original integrity of the sorbent fabric as possible. Sorbents enclosed in a fabric should be mixed with the resultant fabric pieces. The particles to be tested should be reduced smaller than 1 cm (i.e., should be capable of passing through a 9.5 mm (0.375 inch) standard sieve). Grinding sorbent materials should be avoided as this may destroy the integrity of the sorbent and produce many "fine particles" which would normally not be present.

7.4 For brittle materials larger than 1 cm that do not conform to the filter, light crushing to reduce oversize particles is acceptable if it is not practical to cut the material. Materials such as clay, silica gel, and some polymers may fall into this category.

7.5 Allow sample to drain for 5 min into the graduated cylinder.

7.6 If any portion of the test material collects in the graduated cylinder in the 5-min period, then the material is deemed to contain free liquids for purposes of 40 CFR 264.314 and 265.314.

8.0 QUALITY CONTROL

8.1 Duplicate samples should be analyzed on a routine basis.

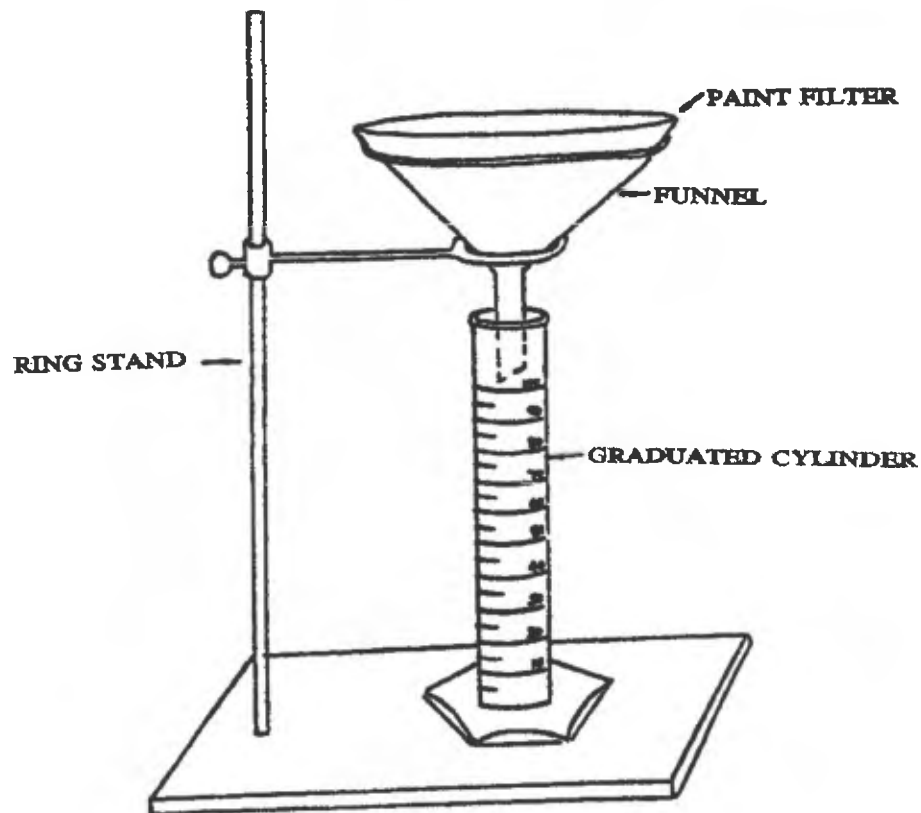
9.0 METHOD PERFORMANCE

9.1 No data provided.

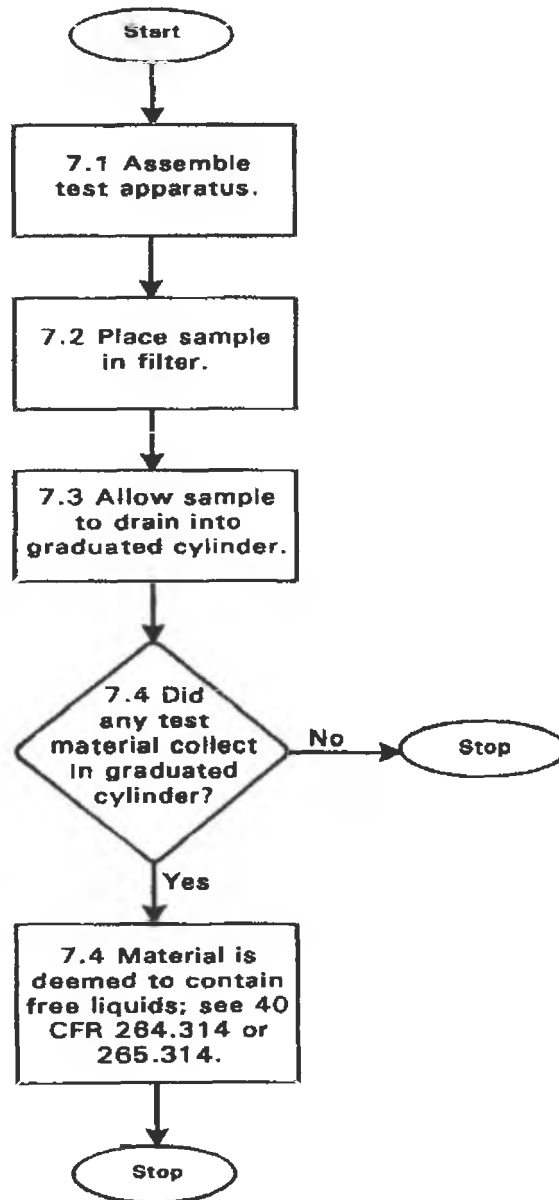
10.0 REFERENCES

10.1 None provided.

FIGURE 1
PAINT FILTER TEST APPARATUS



METHOD 9095B
PAINT FILTER LIQUIDS TEST



U	Dept	Employee	Last Name	First Name	Schedule	Job Title	Date of Hire	ADJ DOH	Seniority Date	Rate of Pay
PEX	600	719050018	Bowden	Michelle	Sun: 5a-130p / M: 7a-3:30p / Tu-Th: 8a-4:30p	Gate Attendant/Scale Operator	08/22/2012		08/22/2012	\$ 15.31
PEX	600	809129301	Collins	Susan	Mon/Tues/Wed/Thurs/Fri: 5a-1:30p	Gate Attendant/Scale Operator	07/25/2005		07/25/2005	\$ 21.71
PEX	600	809129539	Cubie	Aaron	Sun/Mon/Tues/Wed: 7p-5:30a	Gate Attendant/Scale Operator	02/06/2006		09/08/2007	\$ 18.27
PEX	600	719057126	Diaz	Estevan	Mon/Tues/Wed/Thurs/Fri: 3p-11:30p	Gate Attendant/Scale Operator	12/26/2013		12/26/2013	\$ 15.11
PEX	600	719077564	Espinda	Misty	Sun/Mon/Fri/Sat: 9:30a-8p	Gate Attendant/Scale Operator	12/20/2016		12/20/2016	\$ 14.50
PEX	600	719069327	Soria	Marc	Wed: 5p-3:30a / Th, F, Sa: 7p-5:30a	Gate Attendant/Scale Operator	10/02/2015		10/02/2015	\$ 14.50
PEX	600	809115130	White	Jamie	Tu, W, Th, F: 6:30a-3p / Sa: 5a-1:30p	Gate Attendant/Scale Operator	11/22/1995		11/22/1995	\$ 20.06
PEX	600	991124356	Gallegos	Lidia	Mon-Fri: 6a-2:30p	Paper Picker	04/01/2002		04/01/2002	\$ 14.00
PEX	600	719076738	Marentes-Casillas	Francisco	Mon-Fri: 6a-2:30p	Paper Picker	11/07/2016		11/07/2016	\$ 12.00
PEX	600	991120872	Salcedo	Bernardino	Mon-Fri: 6a-2:30p	Paper Picker	04/23/1999		04/23/1999	\$ 14.24
PEX	600	719075296	Stokes	Elliott	Mon-Fri: 6a-2:30p	Paper Picker	09/06/2016		09/06/2016	\$ 12.00
PEX	600	719076740	Williams	Deborah	Mon-Fri: 6a-2:30p	Paper Picker	11/07/2016		11/07/2016	\$ 12.00

1215

EXHIBIT NO. E15 RECEIVED ☒ REJECTED

CASE NO. 28-RC-192859 CASE NAME Republic

NO. OF PAGES: 2 DATE: 2/22/17 REPORTER: TN



Las Vegas Post Collection BU 446 Apex Landfill

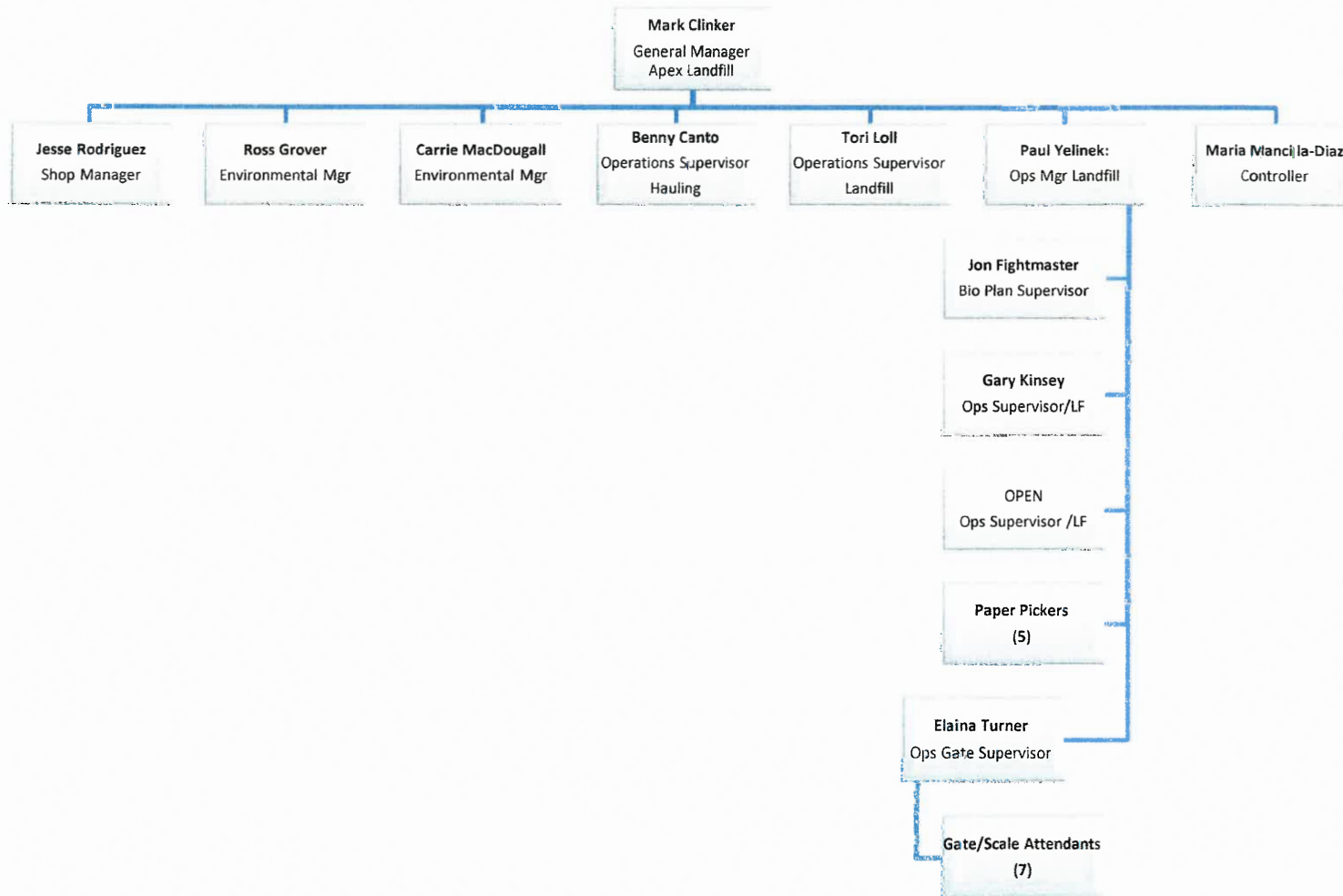


EXHIBIT NO. E16 RECEIVED ☒ REJECTED ☐
28-RC-192859
CASE NO. CASE NAME: Republic

NO. OF PAGES: 2 DATE: 2/22/17 REPORTER: TW

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE

Case No.

Date Filed

INSTRUCTIONS: Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.
Note: Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7. In RM cases, the employer is NOT required to respond to items 3, 5, 6, and 8a-8e below.

1a. Full name of party filing Statement of Position:
See Exhibit A.

1c. Business Phone:
N/A

1e. Fax No.:
N/A

1b. Address (Street and number, city, state, and ZIP code):
See Exhibit A.

1d. Cell No.:
N/A

1f. e-Mail Address:
N/A

2. Do you agree that the NLRB has jurisdiction over the Employer in this case? ☒ Yes ☐ No
(A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)

3. Do you agree that the proposed unit is appropriate? ☐ Yes ☒ No (If not, answer 3a and 3b.)

a. State the basis for your contention that the proposed unit is not appropriate (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards)
See Exhibit A.

b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit:
Added: See Exhibit A.
Excluded: See Exhibit A.

4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility.
See Exhibit A.

5. Is there a bar to conducting an election in this case? ☐ Yes ☒ No If yes, state the basis for your position.

6. Describe all other issues you intend to raise at the pre-election hearing:
See Exhibit A.

7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at <http://www.nlrb.gov/what-we-do/what-we-do-representations-and-elections/rules-effective-april-1-2015>

- (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B)
(b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be excluded from the proposed unit to make it an appropriate unit. (Attachment D)

8a. State your position with respect to the details of any election that may be conducted in this matter. Type: ☒ Manual ☐ Mail ☐ Mixed Manual/Mail

8b. Date(s):
See Exhibit C.

8c. Time(s):
See Exhibit C.

8d. Location(s):
See Exhibit C.

8e. Eligibility Period (e.g. special eligibility formula):
N/A

8f. Last Payroll Period Ending Date:
Midnight on 2/11/17

8g. Length of payroll period:
☒ Weekly ☐ Biweekly
☐ Other (specify length)

9. Representative who will accept service of all papers for purposes of the representation proceeding

9a. Full name and title of authorized representative:
Stuart Newman, Attorney

Signature of authorized representative:
Stuart Newman

9c. Date:
02/17/17

9d. Address (Street and number, city, state, and ZIP code):
1075 Peachtree St NE, Suite 2500, Atlanta, GA 30309

9e. e-Mail Address:
snewman@stacyfarth.com

9f. Business Phone No.:
1-404-885-7993

9g. Fax No.:
770-664-0208

9h. Cell No.:
1-770-335-9200

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Collection of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102(b)(4) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

E17

EXHIBIT NO.

E17

RECEIVED

REJECTED

28-RC-192859

CASE NO

CASE NAME:

Republic

NO. OF PAGES:

25

DATE:

2/23/17

REPORTER:

TR

NATIONAL LABOR RELATIONS BOARD
QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office
If additional space is required, please add a page and identify item number.

CASE NAME
Republic ServicesCASE NUMBER
28-RC-192859

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

Republic Dumpco, Inc. d/b/a Apex Regional Landfill, Business Unit 446

2. TYPE OF ENTITY

☒ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION OR LLC

A. STATE OF INCORPORATION OR FORMATION B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

Nevada

13550 N. US Highway 93 (Exit 64) Las Vegas, NV 89165

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

N/A

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

N/A

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed)

Landfill - permanent storage of solid waste

7A. PRINCIPAL LOCATION

Las Vegas, NV

7B. BRANCH LOCATIONS

None

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL

55

B. AT THE ADDRESS INVOLVED IN THIS MATTER

12

9. DURING THE MOST RECENT (Check the appropriate box): ☒ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR FY DATES

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value		X
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.	X	
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount.		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount.		X
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.		X
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.		X
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount.	X	
H. Gross Revenues from all sales or performance of services (Check the largest amount): <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input checked="" type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date:		X

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYEE GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☒ NO (If yes, name and address of association or group)

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
Mark Clinker	General Manager	MClinker@epublicservices.com	702-599-5901

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE	SIGNATURE	E-MAIL ADDRESS	DATE
STUART NEUMAN ATTORNEY	Stuart Neuman	SNeuman@seymourh.com	2-17-17

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

NATIONAL LABOR RELATIONS BOARD
QUESTIONNAIRE ON COMMERCE INFORMATION
*Please read carefully, answer all applicable items, and return to the NLRB Office.
If additional space is required, please add a page and identify item number.*

CASE NAME
Republic Services

CASE NUMBER
28-RC-192859

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada, Business Unit 447

2. TYPE OF ENTITY

☒ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION OR LLC

A. STATE OF INCORPORATION OR FORMATION Nevada
B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES 560 Cape Horn Dr. Henderson, NV 89011

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

N/A

5 IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

N/A

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed)

Sorting and disposal of commercial and residential waste and recycling

7A. PRINCIPAL LOCATION

Henderson, NV

7B. BRANCH LOCATIONS

None

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL

27

B. AT THE ADDRESS INVOLVED IN THIS MATTER

6

9. DURING THE MOST RECENT (Check the appropriate box): ☒ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR FY DATES

A. Did you provide services valued in excess of \$50,000 directly to customers outside your State?
If no, indicate actual value.

B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.

C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount.

D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State?
If less than \$50,000, indicate amount.

E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.

F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State?
If less than \$50,000, indicate amount.

G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount.

H. Gross Revenues from all sales or performance of services (Check the largest amount):
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☒ \$1,000,000 or more If less than \$100,000, indicate amount: _____

Did you begin operations within the last 12 months? If yes, specify date: _____

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYEE GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☒ NO (If yes, name and address of association or group)

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME
Calvin Francis

TITLE
General Manager

E-MAIL ADDRESS
CFrancis@republicservices.com

TEL NUMBER
702-280-0034

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE

SIGNATURE

E-MAIL ADDRESS

DATE _____

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

EXHIBIT A

CASE NO. 28-RC-192859

EXHIBIT A TO FEBRUARY 17, 2017 STATEMENT OF POSITION OF REPUBLIC
SILVER STATE DISPOSAL, INC. D/B/A REPUBLIC SERVICES OF SOUTHERN
NEVADA, BUSINESS UNIT 445; REPUBLIC SILVER STATE DISPOSAL, INC. D/B/A
REPUBLIC SERVICES OF SOUTHERN NEVADA, BUSINESS UNIT 447; AND
REPUBLIC DUMPCO, INC. D/B/A APEX REGIONAL LANDFILL, BUSINESS UNIT
446

1(a): Full name of the party filing Statement of Position

This Statement of Position is filed by: (i) Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada, Business Unit 445, the Cheyenne Transfer Station ("Cheyenne"); (ii) Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada, Business Unit 447, the Henderson Transfer Station ("Henderson"); and (iii) Republic Dumpco, Inc. d/b/a Apex Regional Landfill, Business Unit 446, the Apex Regional Landfill ("Apex") (collectively, the "Companies").

1(b): Address (Street and number, city, state, and ZIP code)

Business Unit 445, Cheyenne, is located at 315 West Cheyenne Avenue, North Las Vegas, Nevada 89030. Business Unit 447, Henderson, is located at 560 Cape Horn Drive, Henderson, Nevada 89011. Business Unit 446, Apex, is located at 13550 North U.S. Highway 93, Exit 64, Las Vegas, Nevada 89124.

3(a): State the basis for your contention that the proposed unit is not appropriate

As explained in greater detail below, the proposed unit is not an appropriate unit as a matter of law. Specifically, the proposed unit is not appropriate because: 1) the petitioned-for employees at the three separate business units referenced in the petition do not share a community of interest; 2) the only appropriate units are three separate units containing

EXHIBIT A

exclusively those employees who are employed by each individual business unit; [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Absent a stipulated election agreement resolving the issues identified in this Statement of Position, a pre-election hearing should be scheduled to take evidence on and resolve all of the issues identified herein before a Direction of Election issues.

A. The proposed unit is not appropriate because the petitioned-for employees do not share a community of interest

Relevant to this matter, the Companies operate as three distinct business units in and around Las Vegas, Nevada. Each operation has its own separate day-to-day facility management, supervision, and control of human resources matters.

When a union petitions for a multi-facility unit that is not employerwide, there is no presumption that the petitioned-for unit is an appropriate one. *Exemplar, Inc.*, 363 NLRB No. 157 (2016) (“The Board does not apply a presumption in favor of finding petitioned-for multifacility units to be appropriate, and instead, as discussed, subjects them to a multifacility community-of-interest test.”).

In determining whether employees at different facilities share a community of interest, the Board examines the: 1) similarity of skills, duties, and working conditions; 2) functional integration of the enterprise; 3) centralized control of management and common supervision; 4) geographic proximity of the facilities; 5) bargaining history; and 6) extent of union organization and employee choice. *Capital Coors Co.*, 309 NLRB 322 (1992); *NLRB v. Carson Cable TV*.

EXHIBIT A

795 F.2d 879 (9th Cir. 1986).

Applying the community of interest factors in this case establishes that the proposed unit is not appropriate because the employees do not share a sufficient community of interest.

1. **The Companies will demonstrate that there is no interaction or interchange between the petitioned-for employees in the different business units**

With respect to employee interchange and functional integration, the Companies will demonstrate that there is no transfer of employees between the business units. Furthermore, each of the three business units operates independently of the other two business units.

2. **Employees in the proposed unit do not share a community of interest because there is no centralized control of management or common supervision**

The Companies will also demonstrate that the unit is not appropriate as the petitioned-for locations possess a management structure requiring each General Manager to exercise broad autonomy in determining terms and conditions of employment at their respective business units. Each business unit has entirely separate supervisory personnel who only supervise at that business unit. In addition, employees at the three facilities are subject to separate day-to-day supervision, and instructions are administered by the individual on-site General Manager at the facility where the employee is performing work.

Finally, the petitioned-for employee unit does not reflect the Companies' internal administrative or organizational groupings.

B.

Redacted

Redacted

EXHIBIT A

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT A

3(b): State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit

The Companies maintain that all employees at both Henderson and Cheyenne must be excluded from an Apex unit. Likewise, all employees at both Apex and Henderson must be excluded from a Cheyenne unit. Finally, all employees at both Apex and Cheyenne must be excluded from a Henderson unit.

Redacted

4. Other than the individuals in classifications listed in 3(b), list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility

Any employee other than those discussed above.

6. Describe all other issues you intend to raise at the pre-election hearing

The Companies incorporate by reference all issues identified in response to Questions 3 and 4 above and intend to raise all issues mentioned therein at the pre-election hearing.

A. The Board's Election Rules Are Facially Invalid And As Applied By Region 28

The Board's election rules that went into effect on April 15, 2015 grant Regional Directors certain discretion in scheduling and conducting elections. However, both the election rules and their application in particular instances must comport with constitutional free speech and due process requirements, as well as the Administrative Procedures Act and the NLRA ("Act") itself. In addition to the election rules being facially invalid for those reasons, the Regional Director of Region 28 has created and applied a standard not provided for in the election rules such that, absent "special circumstances," elections must be held within fourteen (14) days from the filing of the election petition (the "14-day Rule"). In applying the election

EXHIBIT A

rules this way, Region 28 has abandoned and abused its discretion; has deprived employers of an adequate time consistent with constitutional free speech and due process requirements to communicate with employees concerning the petition, election, and unionization; and has similarly deprived employees of their right to make informed decisions as to whether or not they want to be represented by a union. The Region's deprivation of these rights are unsupported by the Act and inappropriately favor unions in relation to employees and employers. The Companies object to this 14-Day Rule, because it deprives the Companies and their employees of their constitutional rights and statutory rights under the Act.

a. *The Region's 14-Day Rule Limits the Companies' Rights to Communicate with their Employees Concerning the Election*

Region 28's 14-Day Rule violates the Act by unduly limiting employers' free speech rights under Section 8(c) of the Act and the First Amendment, as well as their constitutional due process rights, and further deprives employees of an informed election. Section 8(c) of the Act protects employees' rights to express "any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form..." 29 U.S.C. § 158(c). As the Supreme Court has held, the Act favors "uninhibited, robust, and wide-open debate in labor disputes," which is supported by Section 8(c) of the Act. *Chamber of Commerce v. Brown*, 554 U.S. 60, 68 (2008) (citations and quotations omitted). "[A]n employer's free speech right to communicate his views to his employees is firmly established and cannot be infringed by a union or the Board." *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 617 (1969). Legislative history supports the point that an employer should have at least 30 days between the filing of the petition and an election in order to provide employees with a full opportunity to consider whether to vote for a union. See Brief of Appellants, *Associated Builders and Contractors of Texas et al v. NLRB*, *supra*, at p. 14. Yet, the Region's creation and application of a 14-day standard which is

EXHIBIT A

not even provided for in the Board's election rules undermine an employer's Section 8(c) and constitutional rights by unreasonably limiting the time during which employers can speak to employees and provide information concerning unionization.

In the instant case, the Companies will be harmed by the Region's 14-Day Rule by being deprived of a reasonable time period to respond to the union's filing of the petition.

b. *The Region's 14-Day Rule Prevents Employees from Knowingly Exercising their Rights Under the Act*

This inadequate period not only affects employers' rights to communicate with their employees, but also provides employees with insufficient time to make an informed and educated decision as to whether or not they want to be represented by a union. Section 7 of the Act provides employees with the right "to bargain collectively through representatives of their own choosing...and to refrain from...such activit[y]..." 29 U.S.C. § 157. The employees' statutory rights to choose are meaningless if the employees are not given sufficient time to receive relevant information from the union and the employer concerning the election.

B. *Specialty Healthcare Was Wrongly Decided*

In reversing twenty year-old precedent, the Board's *Specialty Healthcare* decision is contrary to the Act. 357 NLRB 934 (2011). Prior to *Specialty Healthcare*, when determining the composition of a bargaining unit, the Board uniformly applied a community of interest standard in determining whether a petitioned-for unit was appropriate. This test adhered to the language and intent of the Act, assuring an equitable balance in determining an "appropriate" bargaining unit.

In *Specialty Healthcare*, the Board set forth a new standard for determining whether a petitioned-for unit is appropriate when a party contends that a larger unit is the only appropriate unit. The majority held that the Board should find the petitioned-for unit appropriate unless the

EXHIBIT A

party arguing for the larger group demonstrates that employees in the larger share an “overwhelming community of interest” with those in the petitioned-for unit. *Id.* at 944. Therefore, the Board altered the burden and balance regarding unit determinations.

Simply put, *Specialty Healthcare* was wrongly decided. The decision is contrary to the Act’s requirements and its legislative history, and frustrates the Act’s intent in facilitating stable labor-management relations.

As Member Hayes stated in his dissenting opinion, *Specialty Healthcare* “fundamentally changes the standard for determining whether a petitioned-for unit is appropriate ...[the decision] accepts as the definitive standard for unit determinations in all industries an ‘overwhelming community of interest’ test that will make the relationship between petitioned-for unit employees and excluded coworkers irrelevant in all but the most exceptional circumstances.” 357 NLRB at 947 (Hayes, dissent). Indeed, now-Acting Chairman Miscimarra, dissenting in a recent Board decision, referred to the “frailties associated with the *Specialty Healthcare* standard regarding what constitutes an appropriate bargaining unit,” stating that he would “refrain from applying *Specialty Healthcare* in this or any other case.” *Macy’s Inc.*, 361 NLRB No. 4, at p. 22 (2014) (Miscimarra, dissent).

Requiring the standard set forth in *Specialty Healthcare*, in fact, is contrary to the verbiage of the NLRA and its legislative history. For example, in 1947 the Labor Management Relations Act added Section 9(c)(5) to the Act, which stated that “[i]n determining whether a unit is appropriate...the extent to which the employees have organized shall not be controlling.” 20 U.S.C. § 159(c)(5); *see also* 361 NLRB No. 4 (Miscimarra dissent). Explaining this language, a House of Representatives Report clarified that 9(c)(5) “strikes at a practice of the Board by which it has set up as units appropriate for bargaining whatever group or groups the

EXHIBIT A

petitioning unit has organized at the time.” H.R. Rep. 80-245, at 37 (1947) (citations omitted). In other words, in making unit determinations, the Board should not afford greater weight to a petitioned-for unit which is demonstrative of the results of a union’s organizing efforts.

Additionally, Section 9(b) of the Act mandates that the Board must determine what constitutes an appropriate unit “in each case.” 29 U.S.C. § 159(b). Therefore, in determining the proper unit, the Board should consider multiple potential units, rather than simply allowing a union’s expressed desire to represent a subset of the employee population, absent overwhelming evidence that this would create a fractured unit. *See also* 361 NLRB No. 4, at p. 26 (Miscimarra dissent) (“it appears clear that Congress did *not* intend that the petitioned-for unit would be controlling in all but a few extraordinary circumstances when contrary evidence is overwhelming, nor did Congress anticipate that every petitioned-for unit would be accepted unless it is ‘arbitrary’ or ‘irrational.’”)

Finally, the *Specialty Healthcare* decision contravenes the intent of the Act, in that it frustrates desired labor-management relations. The test “encourages unions to engage in incremental organizing in the smallest units possible...[t]his would represent an extraordinary fragmentation of the work force for collective bargaining purposes, a situation that cannot lend itself to [] labor relations stability...” 357 NLRB at 952 (Hayes dissent). The Act is intended to facilitate positive and stable relations between union and employer; encouraging and endorsing the separation of multiple units when collective bargaining needs overlap is a waste of time and resources for all parties involved. In sum, *Specialty Healthcare*’s test is in error, and under either *Specialty Healthcare* or the prior standard, the proposed unit here is clearly not appropriate.

EXHIBIT B

CASE NO. 28-RC-192859

**EXHIBIT B TO FEBRUARY 17, 2017 STATEMENT OF POSITION OF REPUBLIC
SILVER STATE DISPOSAL, INC. D/B/A REPUBLIC SERVICES OF SOUTHERN
NEVADA, BUSINESS UNIT 445; REPUBLIC SILVER STATE DISPOSAL, INC. D/B/A
REPUBLIC SERVICES OF SOUTHERN NEVADA, BUSINESS UNIT 447; AND
REPUBLIC DUMPCO, INC. D/B/A APEX REGIONAL LANDFILL, BUSINESS UNIT
446**

7a. Attachment B: A list containing the full names, work locations, shifts, and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition

By submitting Attachment B, the Companies in no way concede that the individuals identified in the list constitute an appropriate unit and/or are eligible to vote. On the contrary, for the reasons explained in response to Questions 3 through 6 above, the Companies maintain that the petitioned-for unit is not an appropriate unit and otherwise submit that various issues require a pre-election hearing to determine the appropriateness of the petitioned-for unit and the overall propriety of the Union's representation petition.

Employees to be Included in an Apex Unit:

Full Employee Name (Last, First)	Work Location	Shift	Job Classification
1. Bowden, Michelle	Apex	Sun: 5a-130p / M: 7a-3:30p / Tu-Th: 8a-4:30p	Gate Attendant/Scale Operator
2. Collins, Susan	Apex	Mon/Tues/Wed/Thurs/Fri: 5a-1:30p	Gate Attendant/Scale Operator
3. Cubie, Aaron	Apex	Sun/Mon/Tues/Wed: 7p-5:30a	Gate Attendant/Scale Operator

Full Employee Name (Last, First)	Work Location	Shift	Job Classification
4. Diaz, Estevan	Apex	Mon/Tues/Wed/Thurs/Fri: 3p-11:30p	Gate Attendant/Scale Operator
5. Espinda, Misty	Apex	Sun/Mon/Fri/Sat: 9:30a-8p	Gate Attendant/Scale Operator
6. Gallegos, Lidia	Apex	Mon-Fri: 6a-2:30p	Paper Picker
7. Marentes-Casillas, Francisco	Apex	Mon-Fri: 6a-2:30p	Paper Picker
8. Salcedo, Bernardino	Apex	Mon-Fri: 6a-2:30p	Paper Picker
9. Soria, Marc	Apex	Wed: 5p-3:30a / Th, F, Sa: 7p-5:30a	Gate Attendant/Scale Operator
10. Stokes, Elliott	Apex	Mon-Fri: 6a-2:30p	Paper Picker
11. White, Jamie	Apex	Tu, W, Th, F: 6:30a-3p / Sa: 5a-1:30p	Gate Attendant/Scale Operator
12. Williams, Deborah	Apex	Mon-Fri: 6a-2:30p	Paper Picker

Employees to be Included in a Henderson Unit:

Full Employee Name (Last, First)	Work Location	Shift	Job Classification
1. Balogh, Bret	Henderson	Mon-Thu: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator
2. Clark, Richard	Henderson	Thur- Sun: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator
3. Facio, Luigino	Henderson	Fri - Mon: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator
4. Salmon, Stephen	Henderson	Thur- Sun: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator

Full Employee Name (Last, First)	Work Location	Shift	Job Classification
5. White, Jasmine	Henderson	Mon- Fri: Day shift - 8:30a - 5:30p	Gate Attendant/Scale Operator

Employees to be Included in a Cheyenne Unit:

Full Employee Name (Last, First)	Work Location	Shift	Job Classification
1. Goormastic, William	Cheyenne	Mon- Thurs 5:30-14:00	Gate Attendant/Scale Operator
2. Reyes, Javier	Cheyenne	T/W/Th/Sat 8-16:30	Gate Attendant/Scale Operator
3. Rivera, Edgardo	Cheyenne	M-Th 8:00-18:30	Gate Attendant/Scale Operator
4. Schuler, Kyle	Cheyenne	M/T/F/Sat 8:00-18:30	Gate Attendant/Scale Operator
5. Villegas, Antonio	Cheyenne	T-F 8:00-18:30	Gate Attendant/Scale Operator
6. Walker, James	Cheyenne	M/F/Sat/Sun 8:00-18:30	Gate Attendant/Scale Operator
7. Williams, Larry	Cheyenne	Sat/Sun 7-17:30, M/F 8-18:30	Gate Attendant/Scale Operator
8. Williams, Roger	Cheyenne	T-Sat 5:30-14:00	Gate Attendant/Scale Operator
9. Zuniga, Chris	Cheyenne	Th 8-18:30, F 5:30-16:00, Sat 7-17:30	Gate Attendant/Scale Operator

7b. Attachment C: A list containing the full names, work locations, shifts, and job classifications of all individuals that the Company maintains must be added to the proposed unit to make it an appropriate unit

Redacted

[illegible]

Redacted

[illegible]

7b. Attachment D: A list containing the full names of all individuals that the Company maintains must be *excluded* from the proposed unit to make it an appropriate unit

Employees to be Excluded from an Apex Unit:

Full Employee Name (Last, First)	Work Location	Shift	Job Classification
1. Goormastic, William	Cheyenne	Mon- Thurs 5:30-14:00	Gate Attendant/Scale Operator

Full Employee Name (Last, First)	Work Location	Shift	Job Classification
2. Reyes, Javier	Cheyenne	T/W/Th/Sat 8-16:30	Gate Attendant/Scale Operator
3. Rivera, Edgardo	Cheyenne	M-Th 8:00-18:30	Gate Attendant/Scale Operator
4. Schuler, Kyle	Cheyenne	M/T/F/Sat 8:00-18:30	Gate Attendant/Scale Operator
5. Villegas, Antonio	Cheyenne	T-F 8:00-18:30	Gate Attendant/Scale Operator
6. Waiker, James	Cheyenne	M/F/Sat/Sun 8:00-18:30	Gate Attendant/Scale Operator
7. Williams, Larry	Cheyenne	Sat/Sun 7-17:30, M/F 8-18:30	Gate Attendant/Scale Operator
8. Williams, Roger	Cheyenne	T-Sat 5:30-14:00	Gate Attendant/Scale Operator
9. Zuniga, Chris	Cheyenne	Th 8-18:30, F 5:30-16:00, Sat 7-17:30	Gate Attendant/Scale Operator
10. Balogh, Bret	Henderson	Mon-Thu: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator
11. Clark, Richard	Henderson	Thur- Sun: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator
12. Facio, Luigino	Henderson	Fri - Mon: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator
13. Salmon, Stephen	Henderson	Thur- Sun: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator
14. White, Jasmine	Henderson	Mon- Fri: Day shift - 8:30a - 5:30p	Gate Attendant/Scale Operator

Employees to be Excluded from a Cheyenne Unit:

Full Employee Name (Last, First)	Work Location	Shift	Job Classification
1. Bowden, Michelle	Apex	Sun: 5a-1:30p / M: 7a-3:30p / Tu-Th: 8a-4:30p	Gate Attendant/Scale Operator
2. Collins, Susan	Apex	Mon/Tues/Wed/Thurs/Fri: 5a-1:30p	Gate Attendant/Scale Operator
3. Cubie, Aaron	Apex	Sun/Mon/Tues/Wed: 7p-5:30a	Gate Attendant/Scale Operator
4. Diaz, Estevan	Apex	Mon/Tues/Wed/Thurs/Fri: 3p-11:30p	Gate Attendant/Scale Operator
5. Espinda, Misty	Apex	Sun/Mon/Fri/Sat: 9:30a-8p	Gate Attendant/Scale Operator
6. Gallegos, Lidia	Apex	Mon-Fri: 6a-2:30p	Paper Picker
7. Marentes-Casillas, Francisco	Apex	Mon-Fri: 6a-2:30p	Paper Picker
8. Salcedo, Bernardino	Apex	Mon-Fri: 6a-2:30p	Paper Picker
9. Soria, Marc	Apex	Wed: 5p-3:30a / Th, F, Sa: 7p-5:30a	Gate Attendant/Scale Operator
10. Stokes, Elliott	Apex	Mon-Fri: 6a-2:30p	Paper Picker
11. White, Jamie	Apex	Tu, W, Th, F: 6:30a-3p / Sa: 5a-1:30p	Gate Attendant/Scale Operator
12. Williams, Deborah	Apex	Mon-Fri: 6a-2:30p	Paper Picker
13. Balogh, Bret	Henderson	Mon-Thu: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator
14. Clark, Richard	Henderson	Thur- Sun: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator

Full Employee Name (Last, First)	Work Location	Shift	Job Classification
15. Facio, Luigino	Henderson	Fri - Mon: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator
16. Salmon, Stephen	Henderson	Thur- Sun: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator
17. White, Jasmine	Henderson	Mon- Fri: Day shift - 8:30a - 5:30p	Gate Attendant/Scale Operator

Employees to be Excluded from a Henderson Unit:

Full Employee Name (Last, First)	Work Location	Shift	Job Classification
1. Bowden, Michelle	Apex	Sun: 5a-130p / M: 7a-3:30p / Tu-Th: 8a-4:30p	Gate Attendant/Scale Operator
2. Collins, Susan	Apex	Mon/Tues/Wed/Thurs/Fri: 5a-1:30p	Gate Attendant/Scale Operator
3. Cubie, Aaron	Apex	Sun/Mon/Tues/Wed: 7p-5:30a	Gate Attendant/Scale Operator
4. Diaz, Estevan	Apex	Mon/Tues/Wed/Thurs/Fri: 3p-11:30p	Gate Attendant/Scale Operator
5. Espinda, Misty	Apex	Sun/Mon/Fri/Sat: 9:30a-8p	Gate Attendant/Scale Operator
6. Gallegos, Lidia	Apex	Mon-Fri: 6a-2:30p	Paper Picker
7. Marentes-Casillas, Francisco	Apex	Mon-Fri: 6a-2:30p	Paper Picker
8. Salcedo, Bernardino	Apex	Mon-Fri: 6a-2:30p	Paper Picker
9. Soria, Marc	Apex	Wed: 5p-3:30a / Th, F, Sa: 7p-5:30a	Gate Attendant/Scale Operator
10. Stokes, Elliott	Apex	Mon-Fri: 6a-2:30p	Paper Picker

Full Employee Name (Last, First)	Work Location	Shift	Job Classification
11. White, Jamie	Apex	Tu, W, Th, F: 6:30a-3p / Sa: 5a-1:30p	Gate Attendant/Scale Operator
12. Williams, Deborah	Apex	Mon-Fri: 6a-2:30p	Paper Picker
13. Goormastic, William	Cheyenne	Mon- Thurs 5:30-14:00	Gate Attendant/Scale Operator
14. Reyes, Javier	Cheyenne	T/W/Th/Sat 8-16:30	Gate Attendant/Scale Operator
15. Rivera, Edgardo	Cheyenne	M-Th 8:00-18:30	Gate Attendant/Scale Operator
16. Schuler, Kyle	Cheyenne	M/T/F/Sat 8:00-18:30	Gate Attendant/Scale Operator
17. Villegas, Antonio	Cheyenne	T-F 8:00-18:30	Gate Attendant/Scale Operator
18. Walker, James	Cheyenne	M/F/Sat/Sun 8:00-18:30	Gate Attendant/Scale Operator
19. Williams, Larry	Cheyenne	Sat/Sun 7-17:30, M/F 8- 18:30	Gate Attendant/Scale Operator
20. Williams, Roger	Cheyenne	T-Sat 5:30-14:00	Gate Attendant/Scale Operator
21. Zuniga, Chris	Cheyenne	Th 8-18:30, F 5:30-16:00, Sat 7-17:30	Gate Attendant/Scale Operator

EXHIBIT C

CASE NO. 28-RC-192859

**EXHIBIT C TO FEBRUARY 17, 2017 STATEMENT OF POSITION OF REPUBLIC
SILVER STATE DISPOSAL, INC. D/B/A REPUBLIC SERVICES OF SOUTHERN
NEVADA, BUSINESS UNIT 445; REPUBLIC SILVER STATE DISPOSAL, INC. D/B/A
REPUBLIC SERVICES OF SOUTHERN NEVADA, BUSINESS UNIT 447; AND
REPUBLIC DUMPCO, INC. D/B/A APEX REGIONAL LANDFILL, BUSINESS UNIT**

446

8(a): State your position with respect to the details of any election that may be conducted in this matter

The Companies are opposed to mail or mixed ballot elections and are each in favor of manual ballot elections.

8(b): Date(s)

The Companies propose an election on Wednesday, March 1, 2017.

8(c): Time(s)

The Companies propose holding the elections at the following times: (i) Apex Unit Election – 2:00 PM to 6:00 PM; (ii) Cheyenne Unit Election – 10:30 AM to 12:30 PM; and (iii) Henderson Unit Election – 12:00 PM to 3:00 PM.

8(d): Location(s)

The Companies propose holding the elections in the following locations: Apex Safety Training Room; Cheyenne Safety Training Room 1; Henderson Safety Training Room.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE

Case No.

Date Filed

INSTRUCTIONS: Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.
Note: Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7. In RM cases, the employer is NOT required to respond to items 3, 5, 6, and 8a-8e below.

1a. Full name of party filing Statement of Position:
See Exhibit A.

1c. Business Phone:
N/A

1e. Fax No.:
N/A

1b. Address (Street and number, city, state, and ZIP code):
See Exhibit A.

1d. Cell No.:
N/A

1f. e-Mail Address:
N/A

2. Do you agree that the NLRB has jurisdiction over the Employer in this case? ☒ Yes ☐ No

(A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)

3. Do you agree that the proposed unit is appropriate? ☐ Yes ☒ No (If not, answer 3a and 3b.)

a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards.)

See Exhibit A.

b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.
Added:

See Exhibit A.

Excluded:

See Exhibit A.

4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility.

See Exhibit A.

5. Is there a bar to conducting an election in this case? ☐ Yes ☒ No If yes, state the basis for your position.

6. Describe all other issues you intend to raise at the pre-election hearing.

See Exhibit A.

7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at <http://www.nlrb.gov/what-we-do/what-we-do-when-we-do-it/representational-case-rules-effective-april-14-2015>

(a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition (Attachment B)

(b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be excluded from the proposed unit to make it an appropriate unit. (Attachment D)

8a. State your position with respect to the details of any election that may be conducted in this matter. Type: ☒ Manual ☐ Mail ☐ Mixed Manual/Mail

8b. Date(s):
See Exhibit C.

8c. Time(s):
See Exhibit C.

8d. Location(s):
See Exhibit C.

8e. Eligibility Period (e.g. special eligibility formula):
N/A

8f. Last Payroll Period Ending Date:
Midnight on 2/11/17

8g. Length of payroll period:
☒ Weekly ☐ Biweekly
☐ Other (specify length)

9. Representative who will accept service of all papers for purposes of the representation proceeding.

9a. Full name and title of authorized representative:
Stuart Newman, Attorney

9b. Signature of authorized representative:

Stuart Newman

9c. Date:
02/17/17

9d. Address (Street and number, city, state, and ZIP code):
1075 Peachtree St NE, Suite 2500, Atlanta, GA 30309

9e. e-Mail Address:
stnewman@ascyfarth.com

9f. Business Phone No.:
1-404-885-7993

9g. Fax No.:
770-664-0208

9h. Cell No.:
1-770-335-9200

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102 GG(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

NATIONAL LABOR RELATIONS BOARD
QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office.
If additional space is required, please add a page and identify item number.

CASE NAME Republic Services	CASE NUMBER 28-RC-192859
---------------------------------------	------------------------------------

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)
Republic Dumpco, Inc. d/b/a Apex Regional Landfill, Business Unit 446

2. TYPE OF ENTITY
☒ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION OR LLC
A. STATE OF INCORPORATION OR FORMATION **Nevada** B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
13550 N. US Highway 93 (Exit 64) Las Vegas, NV 89165

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS
N/A

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR
N/A

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed)
Landfill - permanent storage of solid waste

7A. PRINCIPAL LOCATION Las Vegas, NV	7B. BRANCH LOCATIONS None
--	-------------------------------------

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED A. TOTAL 55	B. AT THE ADDRESS INVOLVED IN THIS MATTER 12
---	--

9. DURING THE MOST RECENT (Check the appropriate box): ☒ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR FY DATES

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value		X
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.	X	
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount.		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount.		X
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.		X
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.		X
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount.	X	
H. Gross Revenues from all sales or performance of services (Check the largest amount): <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input checked="" type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date:		X

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYEE GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?
☐ YES ☒ NO (If yes, name and address of association or group)

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME Mark Clinker	TITLE General Manager	E-MAIL ADDRESS MClinker@republicservices.com	TEL. NUMBER 702-599-5901
-----------------------------	---------------------------------	--	------------------------------------

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE STEVEN NEUMAN ATTORNEY	SIGNATURE <i>Steven Neuman</i>	E-MAIL ADDRESS SNEUMAN@SEYFARTH.COM	DATE 2.17.17
---	-----------------------------------	---	------------------------

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

U	Dept	Employee	Last Name	First Name	Schedule	Job Title	Date of Hire	ADJ DOH	Seniority Date	Rate of Pay
END	621	719059286	Balogh	Bret	Mon-Thu: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator	05/05/2014		05/05/2014	\$ 14.99
END	621	719032705	Clark	Richard	Thur- Sun:Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator	05/18/2007	05/12/2014	05/12/2014	\$ 14.99
END	621	719036915	Facio	Luigino	Fri - Mon: Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator	09/12/2008		09/12/2008	\$ 15.67
END	621	719054725	Salmon	Stephen	Thur- Sun:Day shift - 6:30a - 5:30p	Gate Attendant/Scale Operator	07/19/2013		07/19/2013	\$ 15.20
END	621	809126076	White	Jasmine	Mon- Fri: Day shift - 8:30a - 5:30p	Gate Attendant/Scale Operator	09/29/2003		09/29/2003	\$ 18.95

13/8

EXHIBIT NO. E18 RECEIVED ✓ REJECTED
CASE NO. 28 RC-192859 CASE NAME: Republic
NO. OF PAGES: 2 DATE: 2/23/17 REPORTER: TR



Southern Nevada BU 447- Henderson

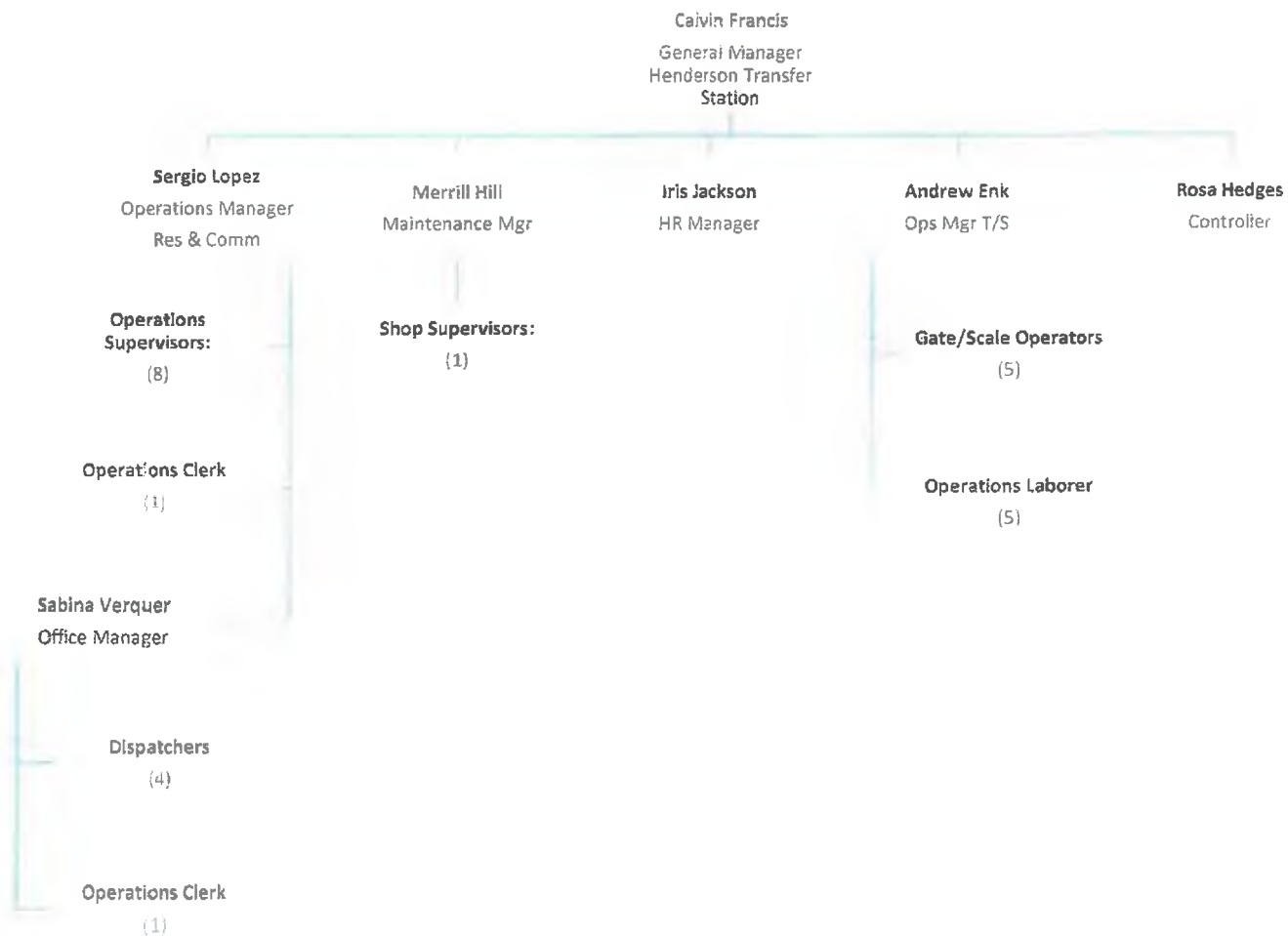


EXHIBIT NO. E19 RECEIVED ☒ REJECTED

28-RC-192959
CASE NO. CASE NAME: Republic

NO. OF PAGES: 2 DATE: 2/23/17 REPORTER: fn

TAB 6

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 28

In the Matter of:

REPUBLIC SILVER STATE DISPOSAL Case No. 28-RC-192859
SERVICES, INC., A NEVADA
CORPORATION, DBA REPUBLIC
SERVICES OF SOUTHERN NEVADA AND
REPUBLIC DUMPCO, INC., AKA
DUMPCO, A NEVADA CORPORATION,

Employer,

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, LOCAL 631,

Petitioner.

PETITIONER EXHIBITS

Place: Las Vegas, Nevada

Dates: February 23, 2017

OFFICIAL REPORTERS

AVTranz
E-Reporting and E-Transcription
7227 North 16th Street, Suite 207
Phoenix, AZ 85020
(602) 263-0885

AGREEMENT
BETWEEN
TEAMSTERS UNION
LOCAL 631



And
Republic Service

June 1, 2012 – May 31, 2017

TEAMSTERS LOCAL 631

700 N. Lamb Boulevard
Las Vegas, Nevada 89110

(702) 453-6310
(702) 437-7283 Fax

Website: www.TeamstersLocal631.org

Secretary-Treasurer:

Tommy Blitsch

President:

Javon Jefferson

Vice-President:

Randy Botzet

Recording Secretary:

Shirayne Waite

Trustees:

Darrin Bradburn

Ricardo Pearce

Laura Sims

Business Agents:

Randy Botzet

Darrin Bradburn

Tom Corey

Eddie Fischmann

Tom Geraci

James Harmer

Javon Jefferson

Tim Koviak

Joe Sampson

Laura Sims

Ashley Smith

Shirayne Waite

EXHIBIT NO. P1 RECEIVED ☒ REJECTED ☐

28-RC-192859

CASE NO.

CASE NAME:

Republic

NO. OF PAGES: 54

DATE:

2/21/17

REPORTER:

FN

TABLE OF CONTENTS

	<u>Page</u>
Article 1 Bargaining Agent, Hiring Procedures, Union Security	
Section 1. Exclusive Agent	1
Section 2. Compliance with Law & Severability	1
Section 3. Checkoff	1-2
Section 4. Union Conduct	2
Section 5. Indemnification	2
Section 6. Hiring Hall Procedures	2
 Article 2 Seniority & Layoffs	
Section 1. Definition & Application	3
Section 2. Application of Seniority	3
Section 3. Termination of Seniority	4
Section 4. Notice of Impending Layoff	5
Section 5. Leaves of Absence	5
Section 6. Absence Due to Illness or Injury	5
Section 7. Notice of Illness or Injury	5-6
 Article 3 Wages, Hours, & Classifications	
Section 1. Hours of Work – Overtime Rates of Pay	7-11
Section 2. Weekly Guarantee of Work	11
Section 3. Probationary Employees	11-12
Section 4. Seniority Groups, Job Classifications and Wage Rates	12-14
 Article 4 Management Rights	
Section 1. Definition & Application	15
Section 2. Non-Waiver of Rights	15
Section 3. New or Discontinued Operations	15
Section 4. Subcontracting	15-16
Section 5. Company Rules & Discipline	16
Section 6. Right to Discipline	17-18
Section 7. Driving Under the Influence	18-19
Section 8. Absence	20-21
Section 9. Progressive Discipline	22-24
 Article 5 Holidays & Vacations	
Section 1. Holidays	25-26
Section 2. Vacations	26-27
 Article 6 Bereavement & Personal Paid Days	28
 Article 7 Safety	28-30
 Article 8 Miscellaneous Provisions	30-32
 Article 9 Health Care Plan	32-33
 Article 10 Pension	33-34

TABLE OF CONTENTS continued

Article 11 Construction Industry Training Trust	35
 Article 12 Steward	
Section 1. Stewards & Business Representatives	35-36
 Article 13 Grievances & Arbitration	
Section 1. Definition of Grievance	36
Section 2. Time Limits on Presentation of Grievance	36
Section 3. Grievance Steps	36-37
Section 4. Arbitration	38-39
Section 5. Discrimination Prohibited	39
 Article 14 No Strike – No Lockout	39-40
 Article 15 Drug & Alcohol Programs	40
 Article 16 Miscellaneous	
Section 1. Non-exercise of Right, Power, or Authority	40
Section 2. Sole Agreement	41
Section 3. Entire Agreement	41
Section 4. Amendment of the Agreement	41
Section 5. Notices	41
Section 6. Computation of Time Limitation	41
Section 7. Gender	41
 Article 17 Successor Clause	42
 Article 18 MOU's, LOA's and MOA's	42
Section 1. Automation Transition Plan	43
Section 2. Efficiency	47
Section 3. Legacy Agreements	48
 Article 19 Duration of Agreement	49

Agreement

This agreement is made and entered into this 1st day of June 2012, by and between Republic Silver State Disposal Services, Inc., a Nevada Corporation dba REPUBLIC SERVICES OF SOUTHERN NEVADA and Republic Dumpco, Inc., aka DUMPCO, a Nevada Corporation, (the "Employer") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 631, (the "Union").

Witnesseth

Article 1

Bargaining Agent, Hiring Procedures, Union Security

Section 1. Exclusive Agent

The Company recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, wages, hours, and other terms and conditions of employment of all classifications listed in Article 3, Section 4, employed by the Company at its facilities located south of State of Nevada Highway Six (6), excluding new company endeavors which have not been organized by the union at the time of company acquisitions, and excluding all other employees, independent contractors, guards, professional employees and supervisors as defined in the National Labor Relations Act. The term employee or employees, when used in this Agreement, refers only to persons who are employed by the Company within the bargaining unit as defined in this Article.

Section 2. Compliance With Law and Severability

It is the intention of the parties that all terms of this Agreement comply with applicable State and Federal laws. Should any of the provisions of this Agreement be held invalid by operation of law or by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall remain in full force and effect. The parties agree to attempt to negotiate a legal re-arrangement of any provision of this Agreement deemed illegal.

Section 3. Checkoff

The Employer agrees to honor lawful wage assignments for deductions of Union fees, regular monthly dues, initiation fees, reinstatement fees, assessments, and fines when executed by members of the Union employed by the Employer and submitted in the form mutually agreed upon by the parties hereto.

Authorized DRIVE contributions will be deducted weekly, and remitted to the International DRIVE Fund once a month. The Employer will send a copy of the remittance to Local 631. The Union shall indemnify and hold the Employer harmless from all expense including attorney(s) fees and related costs, resulting from claims or suits arising or resulting from the operation of this provision.

Section 4. Union Conduct

The Employer agrees that it shall not be a violation of this Agreement for any employee to conform to and support the principles of the International Brotherhood of Teamsters Local #631, which are not in conflict with the provisions of this Agreement.

Section 5. Indemnification

The Union shall indemnify, defend, and hold the Employer harmless in respect to all expenses, including but not limited to attorney(s) fees and litigation related costs resulting from any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken by the Company for the purpose of complying with any of the provisions of this Article.

Section 6. Hiring Hall Procedures

The Union shall establish and maintain separate, open and nondiscriminatory employment lists for workers desiring employment on work covered by this Agreement, and such workers shall be entitled to registration and dispatching subject to the provisions of this Article.

The Employer agrees that in filling vacancies in the bargaining unit the Employer will contact the Union Hiring Hall and request qualified applicants for the open positions. The Union will refer qualified applicants to fill the open positions. If the Union cannot fill the open positions from their list, the Employer may fill the positions from any other source; however, prior to commencement of employment they must be sent to the Union Hall for a written referral. The Employer will provide the names of new hires to the Union no later than Friday of each week.

The Company agrees to notify the Union of all new hires no later than their day of orientation and will provide an opportunity for a union representative to address the new hires in orientation.

Article 2
Seniority and Layoffs

Section 1. Definition and Application

The Employer and the Union recognize the principle of group seniority which requires that regular employees having the longest continuous time of employment within a group, measured from the date of becoming a regular employee in such group, shall have preference in respect to promotion and in the retaining and regaining of employment within their respective group, provided they possess the necessary qualifications and ability for the work to be performed. For scheduling shift changes, vacations, preferred holidays, and consecutive days off, the Employer and the Union recognize the principle of bargaining unit seniority, which requires that regular employees having the longest continuous time of employment after reaching Regular status with the Company shall have a preference regarding shift changes, preferred holidays and consecutive days off.

There shall be group seniority established separately for: 1. disposal truck crews, 2. shop and garage personnel, and 3. landfill personnel. Separate lists shall be maintained for each of the three (3) groups. In the event of a temporary or indefinite layoff, employees with the required qualifications and ability shall have bumping rights within their group over employees with less seniority working in another classification as listed in Article 3, Section 4, for which they have the required qualifications and ability as listed in Section 2 below.

The Company will furnish the Union with an up-to-date seniority list of all regular employees every quarter.

Section 2. Application of Seniority

Seniority shall be used to determine the order of temporary or indefinite layoffs and recalls from temporary or indefinite layoffs, subject to qualifications and ability. Drivers reclassified for that day, will be offered a driving position by seniority provided they have the requisite qualifications and ability. Qualifications as used in this Agreement means possession of the required education, training, skill, efficiency, experience, and know-how to perform all of the work required by the job. Ability as used in this Agreement means possession of the required level of physical fitness, strength, coordination, and stamina to perform all of the work required by the job.

Promotion, advancement and training within the bargaining unit covered by this Agreement for permanent positions will be offered to employees on the basis of seniority, qualifications and ability.

On any two man crew the driver will be selected based on seniority, qualifications and ability.

Section 3. Termination of Seniority

Employee status and seniority shall terminate when an employee:

- (a) voluntarily terminates his employment;
- (b) is discharged for just cause;
- (c) does not perform work for the Company for a period in excess of one (1) year or a period equal to the employee's prior service when the absence began, whichever is shorter. Those returning under this provision will have their seniority adjusted for the period of the absence; provided, however, that in the case of military service, medical leave based on an on-the-job injury or family care leave, State or Federal law regulating the maximum permissible period of leave shall govern.
- (d) fails to report for work after a recall from layoff within five (5) days of notice of recall delivered via certified mail to the employee's address of record;
- (e) fails to follow established application procedures for a leave of absence or an extension thereof, or fails to report for work at the expiration of a leave of absence;
- (f) fails to report for work upon the expiration of a disciplinary suspension;

Regular employees shall have the option based upon seniority to return to their former regular work assignment before it is filled on a permanent basis.

Employees who have been laid off shall be returned to work in the order of their seniority before new employees are hired, provided that such laid-off employees shall have given the Employer written notice of their willingness to return to work not later than the fifth (5th) day after delivery of notice sent by mail to their last known address by the Employer advising them of the availability of work. The employee's written notice may be by letter, email, or by personally providing written notification at each location designated by the Employer of their wish to return to work. Telephone notification is not acceptable. The Employer shall notify the Union in writing at the time of any layoff, advising the Union of the names of Employees laid off, the names of any laid off employees returning to work, showing the order of return and setting forth the reason for passing over any senior employee, if such, in fact, has been the case.

Section 4. Notice of Impending Layoff

The Employer agrees to give two (2) weeks' notice of an impending temporary or indefinite layoff to all regular employees affected and to furnish the Union with a copy of such notice.

Section 5. Leaves of Absence

Subject to applicable State or Federal laws, regular employees upon written request to the Employer and approved in writing by both the Employer and the Employee with twenty-four (24) hour advance notice of the date of occurrence shall be entitled to a maximum of twenty-five (25) working days leave of absence without pay, without loss of seniority, each employment year; that is, a full year commencing upon the date of hiring of the employee, provided the employee does not accept gainful employment elsewhere during such leave of absence. Although the Employer will not unreasonably deny leave, the employee's right to annual leave upon 24-hour written notice is subject to the operational needs of the Employer, and the Employer reserves the right to deny requests as to leaves of absence when granting such requests for leaves of absence will result in shortages of personnel because replacements are not readily available. If the request is denied, the Employer will give the Employee a written explanation for the denial.

Leaves of absence are intended for extended serious critical personal needs. As such, leaves will only be granted for situations where the employee will be off work for forty (40) or more consecutive scheduled work hours.

The leave of absence program shall not be used for absences due to incarceration or any other attempt to circumvent the Attendance Program.

Section 6. Absence Due to Illness or Injury

Subject to applicable State or Federal laws, inability to work due to illness or injury shall not be considered as a leave of absence, except that the Employer will require the certificate of a licensed physician in any claim of illness or injury by any employee which occurs while the employee is on the job.

Section 7. Notice of Illness or Injury

On-the-Job Injuries, Illnesses: Any injury or illness incurred by a Company employee while working shall be reported by the injured or ill employee to his immediate supervisor by the end of the employee's shift.

Medical Treatment for Injuries and Illnesses Occurring On The Job: Employees who suffer an injury or illness while working must seek first time medical treatment from the Company-approved Urgent Care Facility, or in the case of an emergency, any hospital emergency room. If an employee wishes to use any other medical provider, he must see a physician listed on the Company's approved Industrial Insurance Preferred Provider List (PPO), or prior approval must be obtained from the Company's Workers

Compensation Department. Upon request, the employee will be provided the list of approved physicians. Failure by any employee to seek prior approval for medical care may result in a denial of the claim, or payment for the medical treatment.

Failure to Report Accidents, Injuries, Illnesses: Failure to report accidents, injuries or illnesses within the time limits provided herein shall be cause for immediate termination.

Injured Employees: An employee who reports an injury or illness that occurred on the job and who is sent by the Company for medical treatment prior to the end of his scheduled work day shall receive a full day's pay if unable to return to work. Those employees released back to full duty must return to work.

It shall be the Company's responsibility to see that any employee who has been injured on the job receive immediate and competent medical attention. The Company also agrees to absorb all transportation (i.e., ambulance charges) incurred by such an accident. The Employer agrees to establish a light duty program which provides for the maximum use of bargaining unit jobs as are available as determined solely by the Employer.

Definitions: For the purposes of this Agreement, the term accident is defined as an unintended on-the-job event which results in an injury to a person. Injury is defined as physical harm to a person resulting from an on-the-job event or series of events which gives rise to a requirement for medical attention beyond minor first aid. Illness is defined as sickness resulting from an on-the-job event or series of events which gives rise to a requirement for medical attention.

Article 3
Wages, Hours, and Classifications

The work week shall be Sunday through Saturday and all work performed on Sunday (12:01 a.m. to 12:00 Midnight) shall be paid for at the rate of one and one-half (1½) times the straight time rate of pay, regardless of whether or not the employee shall have worked forty (40) hours of regular time during the preceding week or shall work forty (40) hours of regular time during the succeeding work week.

Section 1. Hours of Work – Overtime Rates of Pay

Work Week and Work Day: The Company's work week for payroll purposes will commence at 12:01 a.m. Sunday and end at 12:00 Midnight the following Saturday. An employee's work day is defined as the twenty-four (24) hour period commencing at 12:01 a.m. of each assigned day.

Weekly Overtime Rates: Overtime pay at one and one-half (1½) times the employee's regular wage rate shall be paid for all hours of work performed in excess of forty (40) hours in one (1) work week.

Daily Overtime Rates: Overtime pay at one and one-half (1½) times the employee's regular wage rate shall be paid for all hours of work performed in excess of eight (8) hours during any work day.

Except in emergencies, overtime shall be voluntary after the employee completes his scheduled designated route and work shift. Overtime will be offered to the senior employees. If the senior employees refuse the overtime, the overtime will be assigned in reverse seniority. If there is a grievance filed under this paragraph and the grievance is sustained, the overtime shall be at the double time rate.

For purpose of daily overtime after the employee completes his/her scheduled designated route and work shift, the company will provide the employee with 2 hours' notice before the end of the shift that overtime will be required for additional work assigned. If notification is not given within two (2) hours before end of shift, the employee can deny overtime greater than forty-five (45) minutes per day that is not part of their route assignment. If there is a grievance filed under this paragraph and the grievance is sustained the person shall be paid at the double time rate.

It is understood that if an employee is notified of potential overtime requirements greater than or equal to 2 hours before the end of their shift, the notification shall not be construed to be a guarantee of overtime and the company may withdraw the overtime offer without penalty.

Employer and employees on an individual basis may, by agreement, establish a work week consisting of four (4) ten (10) hour days, without overtime premiums, not to exceed forty (40) hours in one (1) week. Work in excess of the ten (10) hour time provision will be paid at the overtime rate of one and one-half (1½) times. However, the Union does not waive its right, nor does this section imply any type of waiver of applicable sections of the National Labor Relations Act with respect to the prohibition on direct bargaining by and between the Employer and Employees.

Employer and employees may on an individual basis agree upon a weekly schedule shift (5) five (10) hour days. Overtime premiums will only apply to hours worked greater than 40 hours in a work week. If an agreement is reached with an employee the fifth day will be considered a regular workday and all attendance policies will apply. Offers for a (5) day (10) hour schedule will be made on a seniority basis. The employee will provide fourteen (14) days' notice, in writing, to opt out and return to a regular 40-hour schedule.

All employees covered by this Agreement shall be paid on Friday. Checks will be available no later than thirty (30) minutes prior to the end of his/her shift. Employees must review and attest his/her time record on a daily and weekly basis to acknowledge and assure its accuracy.

If the employee claims his/her pay is incorrect, the employee must bring the matter of the discrepancy to the attention of the designated Company supervisor. That person shall have seventy-two (72) hours to investigate and determine if the check is incorrect. If it is determined to be incorrect and the amount is over four (4) hours at the employee's request, a check will be written within twenty-four (24) hours of the determination. If it is for four (4) hours or less or if the employee does not request immediate payment, the correction will be made in the next payroll cycle.

If the correction is not made within the time limits above a penalty equal to the correction owed up to a maximum of eight (8) hours straight time pay will be paid for each twenty-four (24) hours it is delayed.

An employee who willfully makes a false claim will be subject to the progressive discipline policy. Situations wherein an employee claim for pay is disputed will be handled through the grievance procedure.

The Company recognizes consecutive days off are important to all employees, and will use every effort to schedule the maximum number of employees listed in the classifications below for consecutive days off by seniority. For those on the 5-day/8-hour schedule, the employer shall designate Saturday and Sunday or Sunday and Monday as the two (2) regular days off by seniority. For those on the 4-day/10-hour schedule, the employer shall designate Friday, Saturday and Sunday or Saturday, Sunday and Monday as the three (3) regular days off by seniority. However, any employee may voluntarily work any other schedule.

CHEYENNE

Industrial Driver	Graphics Department	Mechanic Heavy Equip
Commercial Drivers & Helpers	Mechanics /Senior Mechanics	Operator Heavy Equip/Senior Operator
Residential Rearload Drivers & Helpers	Welders	Parts Person
Residential Automated Drivers	Servicemen	Upholstery
Residential Curbside Drivers	Utility 1	Painter
Medical Van Driver	Utility 2	
Semi Driver		
Senior Driver		

HENDERSON

Commercial Drivers & Helpers	Mechanics /Senior Mechanics	Mechanic Heavy Equip
Residential Rearload Drivers & Helpers	Parts Person	Operator Heavy Equip/Senior Operator
Residential Automated Drivers	Welders	Utility 2
Residential Curbside Drivers	Servicemen	
Senior Driver	Utility 1	

APEX

Residential Rearload Drivers & Helpers	Mechanic Heavy Equip
Sludge Driver	Operator Heavy Equip/Senior Operator
Mechanics/Senior Mechanics	Parts Person
Welders	Utility 1
Servicemen	Utility 2
Senior Driver	

LAUGHLIN

Residential Driver	Mechanics/Senior Mechanic	Utility 2
Industrial Driver	Mechanic Heavy Equip	
Commercial Driver & Helper	Operator Heavy Equip/Senior Operator	
Senior Driver	Utility 1	

Within each job classification (listed below), as permanent positions become available, separate bids will be held on a seniority basis. The employee must possess the necessary qualifications and ability as defined in Article 2, Section 2, and as determined by the Employer. The Bid will be awarded according to seniority, qualifications and ability. Bid sheets will include a job description, if available, work shift, and days off. The Employer agrees to install bid boards at the following locations: Cheyenne Recreation Room, Cheyenne Mechanic Shop, Cheyenne Welding Shop, Cheyenne Industrial Break Room, Apex Landfill Break Room, Henderson Station, and the Laughlin Landfill. The award of bids will be posted.

DISPOSAL TRUCK PERSONNEL SHOP & GARAGE PERSONNEL LANDFILL PERSONNEL

Residential Drivers	Mechanics	Operator Heavy Equipment
Industrial Drivers	Senior Mechanic	Senior Operator
Commercial Drivers	Welders	Mechanics Heavy Equipment
Medical Van Driver	Painters	Welders Heavy Equipment
Sludge Driver	Upholsterers	Service Person Landfill
Semi Driver	Service Person	Parts Person Landfill
Senior Driver	Parts Person	Utility 1 Landfill
	Graphics Dept	Utility 2 Landfill
	Utility 1	
	Utility 2	

All Employees on eight (8) hour shifts shall be permitted to stop work to eat from no earlier than four (4) hours after the shift begins and no later than six (6) hours after the shift begins. The employee will be paid for all 30 minutes of their meal break.

All Employees on ten (10) hour shifts shall be permitted to stop work to eat from no earlier than four (4) hours after the shift begins and no later than six (6) hours after the shift begins. The employee will be paid for all 30 minutes of their meal break.

All Employees on eight (8) hour shifts will be allowed one (1) ten (10) minute paid break, if needed, during their work day. This break cannot be combined with the meal break.

All Employees on ten (10) hour shifts will be allowed two (2) ten (10) minute paid breaks, if needed, during their work day. These breaks cannot be combined with the meal break.

Employees are allowed to clock in up to thirty (30) minutes before the start time of their shift. Employees are not allowed to start work until the start of the shift without the advanced permission of their Supervisor. If an Employee performs work prior to the start of the Employee's shift, the Employee will be paid. However, if any Employee performs work prior to the start of the shift without authorization, the Employee will be subject to corrective action. All Employees must complete a daily attestation of their time records which will include acknowledging whether or not they performed any work prior to the start time of the shift. The company reserves the right to change the time allowed for clock in prior to the start of the shift, with two (2) weeks' notice.

Section 2. Weekly Guarantee of Work

With the exception of the week in which the employee is hired or terminated, or when an employee is on layoff in accord with Article 2, Section 2, all regular employees shall be guaranteed throughout the term of employment or the term of this Agreement, including any extension hereof, forty (40) hours of work per week, provided the employee desires such work, reports as scheduled, and is able and available to work on each day of the work week.

Any employee who does not present himself/herself for scheduled work shall forfeit the guarantee for the work week in which such failure occurs, and shall be paid only for the hours actually worked in that week.

The forty (40) hour guarantee will not apply in daily situations where work is not available or where the employee does not have the skill/qualifications to perform the work available.

Section 3. Probationary Employees

All new employees or re-hired employees are to be considered as probationary employees for their first ninety (90) calendar days of employment.

- Probationary employees will have no seniority and are not eligible for holidays or vacation pay.
- The assignment of probationary employees to jobs, routes, trucks, shifts, etc. shall be at the sole discretion of the Company.
- All probationary employees assigned to work shall be guaranteed four (4) hours. Probationary employees in a driver's classification who work more than four (4) hours shall be provided eight (8) hours work or shall be paid for eight (8) hours.
- Probationary employees will be paid at the driver's rate of pay provided they hold a valid commercial driver license and are authorized by the Company to drive a Company vehicle.
- All employees, regular and probationary, shall be required to report for work at the commencement of their assigned shift.
- Probationary employees shall not be subject to the grievance provisions of this Agreement because of disciplinary action, layoffs, or terminations during this status.

On the ninety-first (91st) calendar day of employment Probationary Employees will be considered a Regular Employee. The Regular Employee's seniority date will commence on that date.

Section 4. Seniority Groups, Job Classifications and Wage Rates

The following three (3) groups are established for group seniority purposes in accordance with Article 2, Section 1. The job classifications within each group and hourly wage rates for such classifications shall be effective on the following dates:

JOB CLASSIFICATIONS BY GROUP:

	Current	6/3/12	6/2/13	6/1/14	12/7/14	6/7/15	12/6/15	6/5/16	12/4/16
	Rate	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.50	\$ 0.25	\$ 0.50	\$ 0.25
DISPOSAL TRUCK PERSONNEL									
Residential Drivers	\$ 28.24	\$ 28.54	\$ 28.84	\$ 29.14	\$ 29.44	\$ 29.94	\$ 30.19	\$ 30.69	\$ 30.94
Industrial Drivers	\$ 28.24	\$ 28.54	\$ 28.84	\$ 29.14	\$ 29.44	\$ 29.94	\$ 30.19	\$ 30.69	\$ 30.94
Commercial Drivers	\$ 28.24	\$ 28.54	\$ 28.84	\$ 29.14	\$ 29.44	\$ 29.94	\$ 30.19	\$ 30.69	\$ 30.94
Helpers	\$ 28.02	\$ 28.32	\$ 28.62	\$ 28.92	\$ 29.22	\$ 29.72	\$ 29.97	\$ 30.47	\$ 30.72
Probationary Driver	\$ 23.50	\$ 23.80	\$ 24.10	\$ 24.40	\$ 24.70	\$ 25.20	\$ 25.45	\$ 25.95	\$ 26.20
Medical Van Driver	\$ 25.20	\$ 25.50	\$ 25.80	\$ 26.10	\$ 26.40	\$ 26.90	\$ 27.15	\$ 27.65	\$ 27.90
Sludge Driver	\$ 28.24	\$ 28.54	\$ 28.84	\$ 29.14	\$ 29.44	\$ 29.94	\$ 30.19	\$ 30.69	\$ 30.94
Semi Driver	\$ 28.24	\$ 28.54	\$ 28.84	\$ 29.14	\$ 29.44	\$ 29.94	\$ 30.19	\$ 30.69	\$ 30.94
Senior Driver*	\$ 28.84	\$ 29.14	\$ 29.44	\$ 29.74	\$ 30.04	\$ 30.54	\$ 30.79	\$ 31.29	\$ 31.54
SHOP & GARAGE PERSONNEL									
Mechanics	\$ 29.17	\$ 29.47	\$ 29.77	\$ 30.07	\$ 30.37	\$ 30.87	\$ 31.12	\$ 31.62	\$ 31.87
Welders	\$ 29.17	\$ 29.47	\$ 29.77	\$ 30.07	\$ 30.37	\$ 30.87	\$ 31.12	\$ 31.62	\$ 31.87
Painters	\$ 29.17	\$ 29.47	\$ 29.77	\$ 30.07	\$ 30.37	\$ 30.87	\$ 31.12	\$ 31.62	\$ 31.87
Upholsterers	\$ 29.17	\$ 29.47	\$ 29.77	\$ 30.07	\$ 30.37	\$ 30.87	\$ 31.12	\$ 31.62	\$ 31.87
Service Person	\$ 28.02	\$ 28.32	\$ 28.62	\$ 28.92	\$ 29.22	\$ 29.72	\$ 29.97	\$ 30.47	\$ 30.72
Parts Person	\$ 23.70	\$ 24.00	\$ 24.30	\$ 24.60	\$ 24.90	\$ 25.40	\$ 25.65	\$ 26.15	\$ 26.40
Graphics Dept	\$ 29.17	\$ 29.47	\$ 29.77	\$ 30.07	\$ 30.37	\$ 30.87	\$ 31.12	\$ 31.62	\$ 31.87
Utility 1	\$ 18.95	\$ 19.25	\$ 19.55	\$ 19.85	\$ 20.15	\$ 20.65	\$ 20.90	\$ 21.40	\$ 21.65
Utility 2	\$ 22.95	\$ 23.25	\$ 23.55	\$ 23.85	\$ 24.15	\$ 24.65	\$ 24.90	\$ 25.40	\$ 25.65
Senior Mechanic*	\$ 29.77	\$ 30.07	\$ 30.37	\$ 30.67	\$ 30.97	\$ 31.47	\$ 31.72	\$ 32.22	\$ 32.47
LANDFILL PERSONNEL									
Operator Heavy Equipment	\$ 28.58	\$ 28.88	\$ 29.18	\$ 29.48	\$ 29.78	\$ 30.28	\$ 30.53	\$ 31.03	\$ 31.28
Mechanics Heavy Equipment	\$ 29.17	\$ 29.47	\$ 29.77	\$ 30.07	\$ 30.37	\$ 30.87	\$ 31.12	\$ 31.62	\$ 31.87
Welders Heavy Equipment	\$ 29.17	\$ 29.47	\$ 29.77	\$ 30.07	\$ 30.37	\$ 30.87	\$ 31.12	\$ 31.62	\$ 31.87
Service Person Landfill	\$ 28.02	\$ 28.32	\$ 28.62	\$ 28.92	\$ 29.22	\$ 29.72	\$ 29.97	\$ 30.47	\$ 30.72
Parts Person Landfill	\$ 23.70	\$ 24.00	\$ 24.30	\$ 24.60	\$ 24.90	\$ 25.40	\$ 25.65	\$ 26.15	\$ 26.40
Utility 1 Landfill	\$ 18.95	\$ 19.25	\$ 19.55	\$ 19.85	\$ 20.15	\$ 20.65	\$ 20.90	\$ 21.40	\$ 21.65
Utility 2 Landfill	\$ 22.95	\$ 23.25	\$ 23.55	\$ 23.85	\$ 24.15	\$ 24.65	\$ 24.90	\$ 25.40	\$ 25.65
Senior Operator*	\$ 29.18	\$ 29.48	\$ 29.78	\$ 30.08	\$ 30.38	\$ 30.88	\$ 31.13	\$ 31.63	\$ 31.88
Senior Mechanic*	\$ 29.77	\$ 30.07	\$ 30.37	\$ 30.67	\$ 30.97	\$ 31.47	\$ 31.72	\$ 32.22	\$ 32.47

*Employee assigned as Senior Drivers, Senior Operators and Senior Mechanics are paid a premium of sixty cents (\$0.60) above the highest paid person over which they have direction.

Employees assigned as Trainers will be paid one dollar (\$1.00) above the classification rate. Those persons assigned as Trainers will remain as Trainers for the duration of the collective bargaining agreement,

unless provided at least two (2) weeks' notice in writing from the Employer of their desire to remove the employees as a Trainer.

Group seniority shall be used to determine the order of indefinite or temporary layoffs/reduction in force and recalls from indefinite or temporary layoffs/reduction in force, subject to qualifications and ability. Separate lists shall be maintained for each of the groups noted above. In the event of reduction in force, employees shall have bumping rights within their group over employees with less seniority working in another classification should they have the required qualifications and ability.

Employees who have transferred from one seniority group to another, will retain, but not accumulate, their seniority in the prior group. They may exercise their retained seniority in the other group in case of a reduction in force. An employee may retain seniority from another seniority group for a period of time not exceeding his service in the former seniority group.

Utility Persons-Class I are those employees whose principal job function may be classified in the following jobs, including but not limited to: janitorial services, and miscellaneous cleanup personnel.

Utility Person-Class II are those employees whose principal job function may be classified as steam cleaners, maintenance personnel or autoclave technician, or operate street sweeper, skip loader, man lifts and fork lift equipment in the yard for cleaning and maintenance purposes, excepting automotive mechanics and servicemen and compactor cleaning personnel. Employees hired prior to the 1994 Agreement shall have hour wage protection.

The Employer shall have the right to move employees from one classification to another; provided, however, the Employer will not move employees from one classification to another for disciplinary purposes. Whenever it is necessary, at the sole discretion of the Employer, to temporarily transfer employees from one classification to another, the employee shall be paid at the highest-paid classification in which he worked that particular day.

**Article 4
Management Rights**

Section 1. Definition and Application

Except as expressly provided by other specific terms and provisions of this Agreement, the Employer has the right to, do all things necessary to manage and secure the business, including but not limited to, direct, plan, locate, schedule, equip, and control the operations; determine the products or services the Company will provide; determine the number, content, qualifications and training of the workforce, the vendors from whom supplies will be purchased and whether new departments, classifications or operations are to be established. Establish reasonable procedures, rules, regulations, policies, programs, production standards, including a drug and alcohol policy, and do all other things required to effectuate and implement these rights.

Section 2. Non-Waiver of Rights

The listing of specific rights in this Article is not intended as a restriction upon or a waiver of, any of the other usual and customary rights of management not expressly listed herein, whether or not such rights have been claimed, asserted, or exercised by the Company in the past.

Section 3. New or Discontinued Operations

The Employer agrees to notify and bargain with the Union as to wage rates, benefits and other terms and conditions of employment for employees who staff new operations or departments - defined as activity or work not currently being performed under job classifications listed in Article 3 Section 4. The Union agrees it will promptly meet with the Employer and bargain in good faith.

The Employer agrees to notify and bargain with the Union over the effects of modifying, curtailing or discontinuing existing departments, classifications or operations within the bargaining unit other than a reduction in force, and the Union agrees it will promptly meet with the Employer and bargain in good faith.

Section 4. Subcontracting

The Employer agrees that it will not subcontract any bargaining unit work, on or off the Employers premises, except for the work which is listed below:

- (a) Drivers in transfer department.
- (b) Repair of engines, transmissions, rear ends, cylinders, tire repair and replacement (not including the flat tire roadway service being done by bargaining unit employees), motor rebuilds, and drive lines in those situations consistent with past practice, such as when current qualified bargaining unit employees are unavailable

to perform necessary repairs; or the necessary tools or equipment needed to complete the repairs are not available; or due to the volume of other work, current qualified bargaining unit employees cannot timely complete the repairs. It is further agreed that the Employer shall not layoff or reduce the current number of bargaining unit employees which would cause or result in subcontracting work under this section.

- (c) Washing and steam cleaning of trucks.
- (d) Any warranty work.

Bargaining unit work is defined as work performed by employees who are receiving wages under job classifications listed in Article 3, Section 4 of the collective bargaining agreement.

Section 5. Company Rules and Discipline

The nature of the Employer's operations require that the Employer shall have the right to take disciplinary action against employees who fail or refuse to abide by the reasonable standards of attendance, conduct, and safety necessary to the fulfillment of the Employer's obligation to the public. Rules of conduct and company operating rules are set forth in the Company Rules and Procedures for bargaining unit employees

Proposed new rules will be submitted by the Employer to the Union via confirmed transmission (email or fax) not less than fourteen (14) calendar days prior to implementation. Said rules shall automatically become effective on the fifteenth (15th) day, unless the Union objects in writing prior thereto. The only grounds for such objection is that the proposed new rule conflicts with specific terms of this Agreement.

Section 6. Right to Discipline

The Company has the right to discipline or discharge any employee for just cause. Just cause for discipline or discharge shall be deemed to exist in, but shall not be limited to, the following situations:

- (a) Unsatisfactory work performance, including poor workmanship, damage to property, products, materials, equipment or supplies, recklessness or negligence resulting in an accident, inattention to job duties, loafing or deliberate evasion of work, or failure to meet production standards in accordance with the Management Rights as set forth in Article 4, Company Rules and Procedures for bargaining unit employees.
- (b) Unsatisfactory attendance, including excessive tardiness or absenteeism, failure to return as scheduled from a leave of absence, or absence for three (3) scheduled workdays without acceptable notice to the Company, and violation of any rule, regulation, or policy enacted in accordance with the Management Rights as set forth in Article 4, Company Rules and Procedures for bargaining unit employees.
- (c) Misconduct, including violation of any rule, regulation, or policy enacted in accordance with the Management Rights as set forth in Article 4, Company Rules and Procedures for bargaining unit employees.

Employees who lose their Nevada driver's license because of illness or injury and remain ineligible to drive in excess of ninety (90) calendar days, will be offered available non-driving work for which they are qualified and possess the necessary ability.

When disciplinary action is to be administered to employees, notice of such disciplinary action will be placed in the employee's personnel file with a copy sent to the employee and the Union within five (5) calendar days of the incident which necessitated the letter.

When bargaining unit employees are placed under investigation for an incident/accident, the Company has fifteen (15) calendar days to complete its investigation and administer discipline or the incident/accident will be considered null and void and the employee may not be disciplined at any time in the future for this occurrence. When necessary the parties may mutually agree to extend the investigation period in order to ensure a fair and complete process.

Chronic, or recurring injury as determined by the Employer which results in the employee's inability to do the job may result in the employee's termination. Chronic injury, for the purposes of this Agreement, includes the sustaining by any employee of three (3) work related injuries each causing a duration of five (5) or more consecutive days absence from work in any twelve (12) month period.

The Company will charge employees its estimated cost for compliance with any and all wage garnishments.

Section 7. Driving Under the Influence

Republic Services in conjunction with the Teamsters Local 631 hiring hall invests significant time, effort and money to recruit and train professional drivers. When a driver puts him/herself in a position whereby they are no longer able to perform the driving job they are hired for, Republic Services as like most companies terminates the employee. Republic Services has additionally made a very significant investment in the workforce in its transition to an all driver workforce. The helper role has been totally eliminated except for the handful of employees grandfathered at our recent negotiations. As such, moving a disqualified driver to a helper position is no longer a long term option.

The Union and Company mutually agree that the Law, society and common sense dictate that no employee should put themselves, the Company and the public at risk by driving a commercial vehicle when their license has been revoked, suspended or disqualified from driving. And in such instances the employee will be terminated for cause.

It is also agreed that in the State of Nevada drivers may be cited for DUI and maintain their license and driving privileges until the citation has been adjudicated. In these cases it is the policy of Republic Services to not allow the affected employee to drive company vehicles until that have been adjudicated not guilty. For this reason:

- 1) Drivers who are cited for DUI while operating any motor vehicle will not be eligible to drive Republic Services vehicles. For this reason any driver receiving a DUI citation will be terminated for cause.
- 2) Notwithstanding the above, drivers who notify the Company within twenty four (24) hours of the DUI citation will not be terminated and may be assigned to available non-driving jobs based on their group seniority for up to twenty-four (24) months. After twenty-four (24) months, if the case has not been adjudicated the affected employees will be terminated for cause.
- 3) In the event that the case is adjudicated within 24 months after termination and the former employee is judged not guilty the employee will be recalled so long as he/she is eligible for re-hire consideration for future openings. The company makes no guarantee as to future employment opportunities.
- 4) Drivers who are adjudicated guilty will be terminated and will not be considered for re-hire.

The Union and Company jointly agree that all drivers must comply with these rules and regulations and failure to do so beyond the 24 hour amnesty period or in the event they are judged guilty, shall constitute Just Cause for the termination.

The Union and Company representative will reinforce to all employees that if it is verified that they

violated these rules, their misconduct shall constitute Just Cause for termination or disciplinary action and the Union agrees that a violation will constitute Just Cause for the disciplinary action. This means that if a termination is taken to Arbitration, the only issue the Arbitrator will have the Authority to rule on is if the evidence or facts prove that the employee did or did not violate the rule. If the Arbitrator rules that the employee did violate the rule, that violation will constitute Just Cause required for termination.

Section 8. Absence

Employees will receive attendance occurrences under this program as follows:

<u>Circumstance</u>	<u>Occurrence</u>
A) Calls designated call-in line one (1) hour before start of shift and is absent all day	1
B) Calls designated call-in line before start of shift notifying that he/she will be late and arrives within one-half (1/2) hour of shift start <ul style="list-style-type: none"> Guaranteed to work subject to seniority and qualifications if he/she arrives within fifteen (15) minutes of start time Assigned at Company discretion if arrives after fifteen (15) minutes of start time 	1/2
C) No call but reports within one-half (1/2) hour of shift start: <ul style="list-style-type: none"> Assigned at Company discretion 	1/2
D) Arrives more than one-half (1/2) hour after shift start but less than 2 hours	1
E) Calls designated call-in line after one (1) hour prior to shift start and before end of scheduled shift and is absent	1 1/2
F) No-call to call-in line and is absent	4
G) Leaves work early due to illness or family emergency with written verifiable documentation from physician, hospital, or school before returning to work or other source that is approved at the sole discretion of the Company	0
H) Leaves work early but no documentation is provided <ul style="list-style-type: none"> General Manager has sole discretion on non-precedent basis to determine Employee illness and waive occurrences subject to review by Human Resources Department 	2
I) Consecutive Employee sick days where Employee contacts designated call-in line for each absence day and provides verifiable documentation for all days absent	1
J) Paid Personal Day with one (1) hour advance notice	0
K) Written notification of employee's doctor's appointment or court/jury duty appearance three (3) work days in advance with verifiable documentation of appearance	0

All communication concerning absences or late arrivals must be to the designated call-in line. The current number is (702) 734-5499. Calls to any other line or person will not be recognized as compliance for the call-in requirements. Documentation for attendance occurrences must be provided within five (5) workdays of the Employee's return to work. Verification of receipt for the Employee's documentation will be provided upon request.

The level of disciplinary action for absence occurrences will be based on a rolling twelve (12) month period preceding the date of most recent occurrence:

- 11 occurrences will warrant a Written Warning
- 13 occurrences will warrant a Final Written Warning
- 17 occurrences shall constitute just cause for termination

The following situations will not be counted as an absence occurrence:

- 1) Bereavement absence in compliance with the Bereavement Leave guidelines
- 2) Approved documented Family Medical Leave Act (FMLA) Leave
- 3) Leave of Absence in compliance with the Leave of Absence (LOA) requirements
- 4) Vacation days scheduled in compliance with the Vacation guidelines
- 5) Military Leave in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA)

Section 9. Progressive Discipline

The purpose of this policy is to create an atmosphere of teamwork and mutual commitment to the job being performed. Time off discipline is eliminated through this policy. For those employees whose job performance, behavior or conduct is unacceptable, the Company will not punish an employee, but will work to correct the behavior, conduct or performance.

Through this policy the employee must make a commitment to the Company to correct a performance, behavior or conduct problem. If an employee is corrected at the lower steps hopefully major problems can be avoided. This process is designed to build an explicit commitment between the Company and the employee to improve performance and correct behavior or conduct problems. This policy helps to communicate, document and evaluate that commitment, and to correct problems in a fair and mature manner.

There are four (4) written warning phases in Progressive Discipline, they are:

1. **First Written Warning:** will be used to provide the employee with an opportunity to correct a problem and prevent it from escalating to a higher level. Behavior or performance is serious enough to justify beginning the formal corrective process at a higher level than verbal warning.
 - A. Used to correct workplace problems when they first appear and prevent them from becoming serious situations, and where employees do not respond to verbal warnings.
 - B. Places the employee on formal notice that failure to improve performance could lead to termination.
 - C. Employee must commit to correct the problem.
2. **Second Written Warning:** will be used where management makes it clear to the employee that termination of employment is a possibility unless performance expectations are met. The goal is to insure that the employee understands improvement must be made. This written warning will be used where the employee has not responded to verbal, or written warnings, or has a very serious performance problem. This step is used to make it clear to the employee that termination of employment is a possibility due to his/her failure to meet Company's expectations. The goal is to ensure that the employee understands that correction must take place now or termination will result.
 - A. Used for employees who fail to respond to the First Written Warning. At this point, the employee should be advised he/she must improve performance or be given a Career Decision Day Warning.
 - B. Places an employee on formal notice that he/she must improve performance. The Second Written Warning functions as the final warning before the Career Decision Day Warning.
 - C. The employee must commit to correct the problem.

3. **Letter of Commitment:** will be used to provide the employee with one final chance to evaluate his or her personal standards and a final chance to turn failure into success. This written warning will be used only if the employee's performance, behavior or conduct justifies immediate termination. This step provides the employee an opportunity to consider his/her future and continued employment with the Company.

- A. Used when an employee fails to keep his commitment to the Company to correct the problem, after receiving the Second Written Warning.
- B. This step usually follows the First and Second Warnings; however, it can also be used in serious cases as the initial step.

The employee will receive two options and will be afforded twenty-four (24) hours to decide which option he/she chooses:

- I. Sign a Letter of Commitment to correct the problems and meet Company expectations in order to continue employment with the Company.
- II. Decline Option I and be terminated with the alternative to file a grievance

LETTER OF COMMITMENT
(SAMPLE LANGUAGE)

I acknowledge that I have a performance problem which I fully admit I have not corrected, despite prior written warnings, or my behavior or conduct is unacceptable.

In consideration for my continued employment with Republic Services of Southern Nevada, I agree that I will immediately correct my performance, behavior or conduct problem by complying with all Company Rules and Regulations, as well as maintain a satisfactory work performance record in all respects. Moreover, I understand that if I do not correct my performance, behavior or conduct problem, I will be terminated without further warning.

I agree that this Letter of Commitment shall be final and binding and that my decision is irrevocable and shall not be the subject of any grievance or claim of any kind against the Company.

I HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE ABOVE.

Employee's Signature

4. **Termination Letter:** will be used for termination. At this point the employee has no options. This termination letter will be used when the employee has been through the above process, or has violated a rule or exhibited behavior which justifies immediate termination.

- A. Used when all other options have been exhausted
- B. Employee has committed a very serious violation. The employee has no other options and is to be terminated.
- C. When an employee has failed to live up to his/her Letter of Commitment.

Every situation is unique and therefore a supervisor must exercise judgment in dealing with a particular problem. The procedures outlined here are generally applicable, but the supervisor retains the authority and responsibility for dealing with specific problems in specific ways dictated by the circumstances of each case.

It is not necessary to follow all the phases, or steps of the above policy. There are some offenses which are serious enough to warrant starting the process at a First or Second Written Warning, or Letter of Commitment, or Termination.

This policy is subject to the Company Rules and Procedures for Bargaining Unit Employees (enclosed) and the six (6) month limitation on verbal and written warnings listed under general offenses.

**Article 5
Holidays and Vacations**

Section 1. Holidays

New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day shall be designated as holidays for which regular employees, if they are not required to work on the holiday, shall be paid for eight (8) hours pay at the regular straight time rate. Regular employees required to work on any of the eight (8) designated holidays shall, in addition to their regular pay for such day, be entitled to receive one (1) hours pay at the regular straight time rate for each holiday hour worked.

Should any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday. Should any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

Should a holiday fall during the time an employee is on vacation, he shall receive an additional eight (8) hours pay at the regular straight time rate for each such holiday. In the event a holiday falls during a disciplinary suspension, the length of the suspension shall be increased by one (1) day.

All regular employees may request to be off on a holiday provided they submit their request a minimum of five (5) days prior to the holiday. Requests will be granted subject to the operational needs of the Employer, and the Employer will be the sole judge of those operational needs. Requests for holiday time off will be granted on the basis of seniority. If any employee, having been notified that he is required to work on a holiday fails to do so, such employee shall receive no pay for the holiday. To be eligible for holiday pay the employee must work his/her scheduled workday before and after the holiday, and on the holiday if scheduled. Exceptions will be for:

- Approved vacation
- Jury Duty / Court appearances
- Bereavement
- Other emergency situations approved at sole discretion of the Company

Employees required to work on holidays will be required to do so in reverse order of seniority, providing they possess the necessary ability and qualifications for the job functions.

All employees working four (4) ten (10) hour shifts in a week shall be paid as follows:

1. Eligible employees shall receive ten (10) hours pay when they take a personal paid day.
2. When eligible employees work a holiday they shall receive ten (10) hours of regular pay and

3. eight (8) hours of holiday pay, so long as their shift is completed.
3. When a holiday is not worked, eligible employees will receive eight (8) hours of holiday pay.
4. When a holiday falls on a scheduled workday and the Company does not offer work to the affected employees, such employees shall receive ten (10) hours of holiday pay.

Section 2. Vacations

Regular employees who have worked in that status a minimum of 1800 hours during the preceding twelve (12) month period qualify for full vacation benefits. Vacation benefits for employees who have worked less than 1800 hours shall be pro-rated.

Each regular employee who has worked a minimum of 1800 hours during the twelve (12) month period since their seniority date, is entitled to receive a vacation consisting of one (1) work week of five (5) consecutive days. Pay for such vacation shall be computed by multiplying his current regular straight time rate of pay by forty (40) hours.

Upon completion of two (2) full years of service and a minimum of 1800 hours in each of the two years, regular employees shall be entitled to two (2) weeks' vacation. Pay for said two (2) weeks' vacation shall be computed by multiplying his current regular straight time rate of pay by eighty (80) hours.

Upon completion of seven (7) full years of service and a minimum of 1800 hours in each of the seven (7) years, regular employees shall be entitled to three (3) weeks' vacation. Pay for said three (3) weeks' vacation shall be computed by multiplying his current regular straight time rate of pay by one hundred twenty (120) hours.

Upon completion of twenty (20) full years of service and a minimum of 1800 hours in each of the twenty (20) years, regular employees shall be entitled to four (4) weeks' vacation. Pay for said four (4) weeks' vacation shall be computed by multiplying his current regular straight time rate of pay by one hundred sixty (160) hours.

Upon completion of twenty-five (25) full years of service and a minimum of 1800 hours in each of the twenty-five (25) years, regular employees shall be entitled to five (5) weeks' vacation. Pay for said five (5) weeks' vacation shall be computed by multiplying his current regular straight time rate of pay by two hundred (200) hours.

Each line of business at each station shall prepare an annual vacation schedule for the calendar year with a designated number of allowed vacation slots for each week. Employees will be provided the opportunity at the beginning of the year to utilize their seniority to select open vacation slots. Employees who choose to wait and schedule their vacation during the year may schedule open slots with seven (7) days written notice and approval. Request for open slots cannot be denied if the written request is submitted with seven (7) days advance notice.

- If an employee has more than one (1) week vacation, one (1) week can be scheduled in one (1) day increments based on seven (7) days advance notice and vacation slot availability.
- Request for open vacation slots with less than seven (7) days advance notice will be at the sole discretion of the Company.
- An employee will be paid vacation pay during the week of the employee's scheduled vacation. An employee wanting his/her vacation to be paid out on the employee's anniversary date must submit a written request two (2) weeks prior to their anniversary date.
- With written notice provided to the Company prior to their anniversary date, employees can sell their vacation week(s) as follows:
 - Sell one (1) week if eligible for two (2) or three (3) weeks
 - Sell two (2) weeks if eligible for four (4) weeks or five (5) weeks
- The employee will be paid for all unused vacation at the beginning of their next anniversary/year no later than thirty (30) days after the anniversary date.

Employees' vacation will be paid separate from their regular pay checks.

In case of severance of employment, employees shall be entitled to pay in lieu of vacation pro-rated as follows: Employees who have worked from one (1) to two (2) years shall receive one half (1/2) days' pay for each month worked from the last anniversary date of employment to a maximum of five (5) days. Employees who have worked from two (2) to seven (7) years shall receive one (1) days' pay for each month worked from the last anniversary date of employment to a maximum of ten (10) days. Employees who have worked seven (7) years or more shall receive one and one-half (1½) days' pay for each month worked from the last anniversary date of employment to a maximum of fifteen (15) days. Employees who have worked twenty (20) to twenty-five (25) years shall receive two (2) days' pay for each month worked from the last anniversary date of employment to a maximum of twenty (20) days. This formula shall apply only to years in which the employee has worked a minimum of 1800 hours in each applicable year. Employees who have worked twenty-five (25) or more shall receive two and one-half (2½) days' pay for each month worked from the last anniversary date of employment to a maximum of twenty (25) days. This formula shall apply only to years in which the employee has worked a minimum of 1800 hours in each applicable year. Years in which less than 1800 hours are worked will be pro-rated.

Article 6 Bereavement and Personal Paid Days

There shall be two (2) days with pay allowed for death in the immediate family, with an additional two (2) days without pay upon verification of the death of an immediate family member. Immediate family for purposes of this Agreement is defined as husband or wife, parents, grandparents, children, both adopted and step, brother/sister, excluding in-laws, except for Mother-In-Law, Father-In-Law, current Brothers-in-Law or current Sisters-in-Law. Verification must be supported by a certified death certificate or other satisfactory evidence acceptable to the Company within thirty (30) days of the death. Failure to supply said evidence of death when pay has been received will result in disciplinary action taken up to and including terminations.

On a regular employee's anniversary date, the employee will be eligible for four (4) personal paid days.

At the option of the employee, the personal paid day(s) can be sold back and paid out on the employee's anniversary date or the personal paid day(s) can be kept to be used and paid in the year following the employee's anniversary. The employee will be paid for all unused and unpaid personal paid day(s) at the end of the anniversary year no later than thirty (30) days.

Personal paid days must be scheduled within the procedures described in the Attendance Program.

Article 7 Safety

- (a) Both the Company and the Union recognize the importance and value of an effective Safety program and will comply with all safety rules as established by the Company, State, and Federal regulations, and cooperate fully in the enforcement thereof.
- (b) In the event an employee covered by this Agreement is given a traffic citation for overloads, spills, or defective equipment, the Union shall have the right to refer the matter to the grievance procedure to determine whether the Employer or the employee is at fault. If it is determined that the Employer is at fault, the employee shall be reimbursed for the amount of the fine imposed on account of such citation and for lost wages as the result of court appearances.
- (c) The Company recognizes its responsibilities to provide sanitary facilities and to make a reasonable effort, given the nature of the work, to provide a healthy environmental work place free of hidden hazards or health risks.

- (d) The Company and the Union recognize their responsibilities to provide safe working conditions and will maintain a Safety Committee consisting of one (1) shop steward from each department who will be excused from manual duties to perform such safety inspections as the Company may, in its discretion, schedule, on Company time, with pay. Each department will have at least one (1) safety inspection during each six (6) month period during the term of this Agreement.
- (e) No employee shall be required to put into service equipment which is in unsafe condition with respect to brakes, lights, warning signals, arm signals, or other operational controls. Platforms on the trucks and equipment shall be maintained in a safe, stable condition, and it shall not be considered a violation of this Agreement for any employee to refuse to put such unsafe equipment into service.
- (f) While 2-man Residential vehicles are being operated in reverse motion, responsibility shall be borne equally between the driver and helper. However, in those cases where the driver or helper admits to negligence or accepts sole responsibility, then only that person shall be held responsible.
- (g) When making pick-ups on wider streets, only one side shall be worked at a time.

(h) **ZERO TOLERANCE SAFETY POLICY:**

Republic Services strives to provide our employees with a safe place to work; as free of recognized hazards as possible. After years of accident and injury evaluations, we have concluded that the following safety violations (i.e., unsafe behaviors) have the greatest potential to result in serious injuries or death.

We have an obligation to prevent safety violations from happening. While each of the unsafe behaviors listed below have always been safety violations, we cannot allow these particular unsafe behaviors to continue without increased consequences. We owe it to our employees, our customers and the general public to enforce these rules from a zero tolerance position. In addition to standard disciplinary procedures or point policy enforcement of all safety rules listed in the Collective Bargaining Agreement, we have determined that the following specific safety violations, when verified, will result in an employees' immediate termination, for the first offense:

- A positive company mandated drug or alcohol screen result.
- Backing a rear loader with a helper on the rear step for any distance.
- Standing or sitting on the steps or any other part of the vehicle while it is in motion. (Does not include standing on the rear step of a rearloader when moving forward).
- Standing under a raised tailgate or truck body without an appropriate safety brace engaged.
- Employee behind the blade with the truck engine running, or employee behind the blade without the ignition key in the employee's pocket.
- Operative a vehicle or piece of equipment that has been placed out of service by the maintenance department.
- Backing of a residential rearloader vehicle with a crew size greater than one, without one of

the crew directing the backing activity by locating himself or herself behind the vehicle in a safe location visible to the driver and giving proper hand signals to direct the backing activity for the entire time the vehicle is backing. This requires disciplinary action for both the driver and the helper(s) involved.

**Article 8
Miscellaneous Provisions**

1. First Aid kits will be carried by all Company vehicles provided to foremen. Foremen will be responsible to see that first aid supplies are replenished, when necessary.
2. No driver or helper shall be required to make any repairs to equipment except in an emergency or where such repairs are necessary to get the trucks to the shop.
3. The Employer may designate the number of employees per truck at its discretion. The drivers shall be in charge and responsible for their trucks, and for proper coverage of the route to which they are assigned. Only drivers shall operate the trucks when on public roads, streets, or alleys. Drivers, when not moving their trucks to or from the landfill and/or transfer station, will assist in loading the trucks.
4. Employees may review their individual time records and personnel files upon written request to the Personnel Manager. The request will be granted in a reasonable time, not to exceed one (1) week. The review will occur on the employee's own time during normal business hours (8 AM - 5 PM) at a maximum of one (1) per calendar quarter.
5. No can exceeding fifty (50) pounds in weight will be emptied by Company employees. All cans not exceeding fifty (50) pounds regardless of size will be emptied by crew members. When a two-man (2) crew comes in contact with a garbage container that is bulky but not exceeding fifty (50) pounds, then both the driver and the pitcher together will empty the can into the garbage truck.
6. Except as specifically provided herein, no employee covered by this Agreement shall suffer a reduction in pay or the loss of more favorable working conditions because of the signing of this Agreement.
7. The Employer shall supply the employees with working gloves and will provide a new pair of working gloves when a used pair is turned in.
8. The Employer agrees that during the first quarter of each year during the term of this Agreement to provide one pair of work boots. The work boots shall meet the written safety guidelines of the Company's Corporate Safety Standards. Employees shall be provided a minimum of two (2) different styles of boots from which to choose.

9. Employees are required to wear their uniforms, Company issued Personal Protective Equipment and work boots at all times during working hours. Any employee who violates this agreement shall be sent home without pay and shall be subject to discipline.
10. The Company will establish a comprehensive standardized training and examination program for all new drivers.
11. An hourly paid employee required to attend meetings called by the Employer will be compensated for all time spent in said meeting at the appropriate rate of pay.
12. All garage personnel will have their shift hours defined by Company notice of at least one (1) week.
13. Miscellaneous Garage Provisions:
 - a) All tools over ¾" drive and all wrenches over 1 ½" will be furnished by the Company
 - b) The Company shall provide insurance for employee's tools and boxes up to a maximum of twenty-five thousand dollars (\$25,000). It is understood that the coverage is for significant and catastrophic events of damage or theft where evidence of break-in, fire or destruction is provided. An updated complete tool inventory and video inventory must be provided to the Company by January 1 and July 1st of each year for coverage to be effective. Tools will not be removed from the Employer's premises without notifying the Company.
 - c) A Working Safety Committee will be established for the garage.
 - d) There will be ½" and ¾" air hoses in each bay.
 - e) Safety Stands will be required and available when working on any vehicle with its wheels off.
 - f) All automotive and maintenance mechanics shall receive an annual tool allowance up to one hundred (\$100.00) per year. Mechanics must provide proof of purchase documentation to the Employer prior to receiving their tool allowance.
14. Standby mechanics will receive four (4) hours of straight time pay per weekend, and four (4) hours of straight time pay for all the remaining days of the week; a maximum of eight (8) hours straight time pay per week.
15. The Employer may re-route existing routes as it determines necessary, or advisable, for legitimate business reasons. To the extent as practicable, employees will normally be assigned to the route that most closely resembles their former route.
16. Rolloff Drivers: Tarp placed on any open box no matter what it contains. Drivers are not responsible for POV damage from falling debris from properly tarped containers.
17. The Company shall utilize driver trainee/helpers on thirty percent (30%) of all Front End Loaders, with significant emphasis to place driver trainees/helpers on those vehicles operating in highly congested area.
18. If a bargaining unit employee takes a job as a full time employee of the Union, he shall retain and

continue to accrue his seniority in the bargaining unit, and he may return to the bargaining unit and exercise his seniority to obtain a job in the bargaining unit that he is qualified to perform. He must return within thirty (30) days of leaving the full time union position.

Article 9 Health Care Plan

- A. The Employer will contribute the following sums monthly on the stated anniversary dates for each regular and each probationary employee, who has worked at least eighty-six (86) hours during the previous month of employment into the Teamsters Local #631 Security Fund for Health and Welfare, and Dental and Vision coverage. The contributions shall be made to the Teamsters Local #631 Security Fund. Additional contributions required by the Fund shall be offset against wages.

Health, Welfare, Dental, Vision

Effective 12/1/12, the Company monthly contributions shall be increased by \$1.15 per hour (\$200 per month)

Effective 12/1/13, the Company monthly contributions shall be increased by \$0.52 per hour (\$90 per month)

Effective 12/1/14, the Company monthly contributions shall be increased by \$0.58 per hour (\$100 per month)

Effective 12/1/15, the Company monthly contributions shall be increased by \$0.58 per hour (\$100 per month)

Effective 12/1/16, the Company monthly contributions shall be increased by \$0.63 per hour (\$110 per month)

If the increases to the Health and Welfare Fund listed above are more than the amounts needed, the additional money will be moved to wages.

- B. The Union may allocate a portion or all of any future pay increases to offset increased contributions required by the Fund.
- C. The Employer agrees to make such contributions for the month in which the injury occurred and six (6) additional months after a regular employee has been absent from work due to an on the job injury, except those classified as chronic illness or chronic absenteeism as defined in Article 4, Section 6.
- D. The Company agrees to provide payroll deduction, if a Group Disability or Group Life Insurance program is implemented by the Company or Union.

Article 10 Pension

The Employer will contribute into the Western Conference of Teamsters Pension Trust Fund on account of each employee in the bargaining unit for each hour which compensation is paid to him. Please see below chart for contributions. The Employer pension contribution rate shall be ten cents (\$0.10) per compensable hour during the first ninety (90) calendar days of employment and will be increased to the full contribution rate effective at the beginning of the next work week.

The union membership may allocate a portion or all of any scheduled wage increases to increase the pension contribution rate.

	June 1, 2012	June 1, 2013	June 1, 2014	June 1, 2015	June 1, 2016
Pension	\$5.60	\$5.60	\$5.73	\$5.87	\$6.00
PEER/82	\$0.64	\$0.64	\$0.66	\$0.67	\$0.69
Total	\$6.24	\$6.24	\$6.39	\$6.54	\$6.69

Effective June 1, 2012, the Company will continue making a seventy-five cent (\$0.75) per hour contribution rate for all regular employee compensable hours to the Teamsters Local 631 Retiree Pre-Funding Program. This rate will continue thru the term of this agreement

The contribution required to provide the Program for Enhanced Early Retirement (PEER/82) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER/82 must at all times, be 11.5 percent (11.5%) of the basic contribution and cannot be decreased or discontinued at any time.

The above contributions shall be due and payable to the area administrative office no later than fifteen (15) days after the end of each month. In the event the Employer fails to make the monetary contributions in conformity with this section of the Agreement, the Trustees shall be free to take any action which is necessary to effect collections, including the filing of a lawsuit, in respect to which the prevailing party shall be entitled to reasonable attorney(s) fees.

The Employer hereby agrees to participate in the Teamsters National 401(k) Savings Plan (the Plan) on behalf of all employees represented for purposes of collective bargaining under this agreement.

The Employer will make or cause to be made payroll deductions from participating employee's wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sum to State Street Bank or its successor at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (Trust).

The Employer will execute a Participation Agreement with Local 631, and the Trustees of the Plan evidencing employer participation in the plan effective prior to any employee deferral being received by the Plan.

In addition, the Employer agrees to require the payroll system to provide separate paycheck deductions so that the Plan may allow participant loans. The Employer further agrees, at such time as it is administratively feasible, to require the payroll system to provide separate paycheck deductions so that the Plan may allow after-tax contributions.

Further it is understood that the Employer shall incur no costs whatsoever, save and except for the administrative cost of payroll deduction. The Employer will not be required to make any employee contributions or to incur any administrative expense in the operation of this plan. The Employer's participation in this plan will be in the first year of the contract.

Pension Protection Language

In the event that additional Pension Protection Act (PPA) payments or contributions of any kind to the Pension Fund are required by law or are mandated by the Trustees, the Employer will comply with any and all legal obligations to commence making such additional contributions or payments. If an additional PPA payment is required and is greater than the negotiated pension increase for that year, then the pension contribution rate will not be increased in that year. If an additional PPA payment is required, but is less than the negotiated increase for that year, then the pension contribution shall be increased by the difference between the negotiated rate and the additional required payment. Under no circumstances shall there be a reduction in the hourly pension contribution rate. In no event shall the total wage/fringe benefit package be increased during the term of this Agreement as a result of the Pension Protection Act. In the event wage/fringe benefit package is increased as a result of the Pension Protection Act, the parties hereto shall meet within 60 (sixty) days to discuss the ramifications of such increase on the bargaining unit.

Article 11 Construction Industry Training Trust

The Union recognizes the need and desirability to meet the Employer's need for skilled labor. Accordingly, the Employer and the Union hereby agree to establish a Training Trust which shall be responsible for Journeyman upgrading.

The Employer will contribute \$.025 into the Construction Industry Training Trust on account of each employee in the bargaining unit for each hour which compensation is paid. Beginning June 1, 2014 and for the remainder of the contract, the Company will increase by \$.01 (one cent), for a total of \$.035 per hour, the contribution rate on the account of each employee in the bargaining unit for each hour which compensation is paid.

**Article 12
Steward**

Section 1. Stewards and Business Representatives

All Job Stewards appointed by the Union shall be working employees who shall, in addition to his regularly assigned work, be permitted to perform such of his steward's duties during working hours as outlined herein, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Company agrees to allow Job Stewards a reasonable amount of time for the performance of such duties as herein set forth. The steward will notify his immediate supervisor of the duties that would cause him to be away from his assigned work before he performs said duties.

The Union shall notify the Company or its representative in writing of the appointment of the Job Steward and the Company, or its representative, before laying off or discharging a Job Steward, shall notify the Union three (3) days in advance of its intention to do so. The Job Steward shall not be discharged or laid off for the performance of his agreed upon duties as steward, when performed in accordance with this clause.

To promote harmony between the Union and the Company, the steward's duties and activities shall be limited to and shall not exceed the following:

- (a) Work with the Company's designated representative in charge in an attempt to resolve disputes prior to the application of the grievance procedure.
- (b) Report to the Company's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale or for less than the overtime rate.
- (c) Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Company's designated representative.
- (d) Union Stewards shall be able to contact the Business Agent on Company time for Union business only.
- (e) In any meeting which may result in discipline or discharge, the employee, if he/she so requests, will have a steward or business agent present. The Steward will be preferably from the employee's department and on property.

The Union reserves the right to appoint as many Job Stewards it may consider necessary to perform the functions as outlined above.

Business Representatives shall not be unreasonably denied access to the Employer's property.

**Article 13
Grievances and Arbitration**

Section 1. Definition of Grievance

Except as set forth in Article 14, grievances subject to the provisions of this Article are defined as and limited to allegations that the Company, the Union or employees have violated an express, written provision of this Agreement.

Section 2. Time Limits on Presentation of Grievance

All grievances shall be presented to the Company or Union, as the case may be, in writing within ten (10) calendar days of the act or omission, giving rise to the grounds for the grievance. Failure to comply with this time limitation shall extinguish all claims covered by the grievance and render the grievance null and void. Such grievance shall be deemed denied with prejudice.

Section 3. Grievance Steps

Any party (Employer, Union, Employee) who has a grievance (as defined in Section 1, above) must attempt to resolve it solely and exclusively by the following procedure:

Step 1. Within ten (10) calendar days after the act or omission complained of has, or reasonably should have come to the attention of the grievant, or an appropriate representative or agent, the grievance shall be presented in writing to the Company or the Union, as the case may be.

The Grievance shall identify by Article and Section the provision or provisions of this Agreement alleged to have been violated, state the basis for the claim that the Agreement has been violated, and be signed and dated.

Step 2. The Company and the Union will meet within ten (10) calendar days of delivery of the grievance in an attempt to settle the grievance. If the parties are unable to reach a settlement, either party may request a hearing to be conducted in accordance with Step 3, within twenty (20) calendar days of the delivery of the original grievance, by delivering a written notice to the other party. The Company and the Union will provide all relevant information to the other party, upon request, during this step.

Step 3. If a grievance hearing is requested in writing as prescribed under Step 2, the procedure shall be as follows:

A representative of the Company and an authorized Union representative who shall have full authority to resolve the issue shall conduct an informal hearing, without stenographic reporting or transcription or other expense, and shall attempt to concur in adjudication of the grievance. The Grievant will be present. This hearing will be held within ten (10) calendar days from the time the grievance is submitted to Step 3, unless authorized representatives of the parties agree in writing to

an extension of time, in which case the hearing can be extended for an additional ten (10) calendar days. If within three (3) calendar days from the commencement of such informal hearing, the Company and the Union concur in an adjudication of the grievance, such adjudication shall be immediately announced and shall be final and binding upon the parties. If the grievance remains unresolved upon expiration of three (3) calendar days from the commencement of the informal hearing, Step 3 shall be deemed completed. Should either party fail to meet any of the time limitations set forth in this Article, the party so failing shall forfeit the case.

Step 4. If the grievance remains unsolved as a result of Step 3, the parties may upon mutual agreement, submit the grievance to the Federal Mediation and Conciliation Service for mediation. The mediation shall be held within ten (10) days of the failure to resolve the grievance in Step 3.

In the event, the grievance is not resolved in Steps 3 or 4, the parties may submit the dispute to arbitration.

Section 4. Arbitration

Any grievance not settled by the grievance procedure may be submitted to binding arbitration within ten (10) calendar days of the conclusion of the Step 3 grievance hearing or Step 4 mediation, by written notice to the other party of the intent to arbitrate the dispute.

An arbitrator shall be selected from a panel furnished by the American Association of Arbitrators or from the Federal Mediation and Conciliation Services. Candidates must be members of the National Academy of Arbitrators. The cost of arbitration shall be born equally by the parties.

General Authority of Arbitrator: The arbitrators authority shall be limited to the determination of whether or not the grievance is arbitrable under the Limitations of this Article, and if so, whether or not the express, written provisions of this Agreement were violated as alleged in the written grievance. The arbitrator shall have no authority to depart from the literal language of the Agreement in making these determinations, nor shall he have the authority to impose on either party limitations, restrictions or obligations not expressly set out in the written text of this Agreement. The arbitrator shall have no authority to alter, amend, modify, or change the terms hereof, nor shall he have the authority to hear or determine claims other than those submitted in the written grievance.

Back Pay Awards: In the event of a back pay award in a discharge or suspension case, any unemployment or SIIS compensation or interim earnings received by the grievant from any source during the period he has not worked for the Company shall be deducted from the amount due. In the event of an award directing the Company to reinstate a discharged employee, no back pay shall be granted for the time

period following notification to the Union of the award and the date the grievant reports to the Company for re-employment.

Effect of Decision: The decision of the arbitrator within the limits prescribed in this Article shall be final and binding upon the Company, the Union, and the employees. In the event that the arbitrator's decision or any part thereof exceeds those limits, the decision, or that part of the decision exceeding the arbitrator's authority shall have no binding effect on the parties.

Limitations: Disputes which are not alleged to be violations of a specific provision of this Agreement, and grievances which have not been submitted and processed pursuant to the express provisions of this Article not subject to arbitration. Employees shall have no right to submit grievances to arbitration, such right being expressly reserved to the Company and the Union. Arbitrator will be allowed a reasonable amount of time, if needed (one to two hours) following the hearing to prepare his/her bench decision. Parties will agree to meet after the normal work day (nights) and/or Saturdays to accommodate the Arbitrator's schedule.

At both mediation and arbitration meetings there will be no stenographers allowed or other recording devices, nor post hearing briefs, unless mutually agreed to. Mediator and arbitration expenses will be split equally between both parties.

Section 5. Discrimination Prohibited

There shall be no discrimination nor retaliation against an employee because he/she has presented a grievance under Section 3 of this Article.

Article 14 No Strike - No Lockout

During the term of this Agreement, the Employer shall not lock out employees, and the Union and/or members of the bargaining unit shall not engage in any strike, sympathy strike, picketing, slowdown, work stoppage, sick-out, or any other activity directed against the Employer at any of its premises, trucks, or work sites, and shall not otherwise interfere with the Employer's ability to operate its businesses and activities. In the event bargaining unit employees violate this No Strike commitment, the Union will use its best efforts to cause the employees to cease the improper activity. Both the Union and the Employer realize the Employer's obligation to maintain uninterrupted service in the interest of public health and safety.

The Employer shall not discipline and/or threaten to discipline any bargaining unit employee who refuses to cross any primary, lawful picket line established against other employers, and also sanctioned by Teamsters Joint Council 42. For its parts, the Union agrees not to discipline any member who elects to cross such a picket line. Where possible, (1) the Union will give the Employer twenty-four (24) hours written

notice of any Joint Council 42 sanctioned picket line, and (2) as much advance notice as is possible with respect to picket lines sanctioned by other bodies about which the Union may have knowledge.

Strikes: It is the intention of the Employer and the Union to prohibit strikes and lockouts during the term of this Agreement. If, during the term of this Agreement, a member or members of the bargaining unit either individually or in concert, strike, engage in a sick-out, slowdown, work stoppage, picketing of Employers several premises and/or trucks and/or work sites, or in any other conduct which tends to interfere with the Employer's ability to operate their several businesses and activities, the Employer may impose discipline up to and including discharge should the employee(s) disobey a direct order to cease such activities immediately and return to work. Condonement by the Employer of a violation of this Article may only be done by a Corporate Officer in writing.

During the term of this Agreement, no officer, business representative, steward and/or agent of the Union shall authorize or participate in a strike, sympathy strike, picketing of the Employer's premises, slowdown, sick-out, work stoppage, or any other activity or conduct that would interfere with the Employer's ability to operate its businesses and activities, and upon notice from the Employer that such activity is occurring, shall immediately direct any participating bargaining unit employees to immediately cease such activity and return to work. With respect to conduct prohibited by this Section, the Union shall not be held liable for the actions of bargaining unit employees and/or stewards, provided that the Union has complied with this Section.

The Employer shall have the right to immediately discipline and terminate without notice any bargaining unit employee who engages in any of the activities prohibited by this section; and, in the event a grievance is filed protesting such discipline and/or termination, the sole question for grievance hearing and/or arbitration shall be whether the person engaged in the prohibited activity. The foregoing shall not be construed as a limitation upon any other relief to which the Employer may be entitled.

Lockouts: During the term of this Agreement the Company shall not lock out employees.

Arbitration: In the event of an alleged violation of this Article, and for the purposes of enforcing its prohibitions, either the Company or the Union shall have the right to present a written grievance to the other alleging a violation of this Article, and to simultaneously submit the grievance to arbitration under Article 11 of this Agreement, without resorting to any of the preliminary steps in the grievance procedure. Submission of the alleged violation to arbitration shall not preclude either party from simultaneously seeking injunctive relief from such violation before a court of competent jurisdiction.

Article 15 Drug and Alcohol Programs

The applicable program for the control and use of illegal drugs, and alcohol misuse by employees is set forth in the negotiated drug and alcohol booklet contained in this CBA.

Article 16 Miscellaneous

Section 1. Non-exercise of Right, Power, or Authority

Failure by the Employer or the Union during the term of this Agreement to exercise any right, power, function, or authority hereby reserved to it, or the exercise of a right in a particular or limited way, shall not be deemed a waiver of the Employer's, or the Union's rights as set forth herein, nor preclude the Company and Union from exercising such rights in some other way which is not in conflict with the express written provisions of this Agreement.

Section 2. Sole Agreement

This Agreement constitutes the entire and only existing Agreement between the parties, and expresses all the contractual obligations of, and all the restrictions imposed upon the Company, Union or the employees. This Agreement supersedes all prior agreements, commitments, policies, and practices, whether oral or written, between the Company, the Union and the employees.

Section 3. Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any lawful subject of collective bargaining, and that the agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 4. Amendment of the Agreement

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Company and the Union.

Section 5. Notices

Unless otherwise stated herein, wherever written notices are required by this Agreement, they shall be sent to the parties to this Agreement by fax if possible, but also followed by confirmed transmission, at their regular place of business or to whomever either party may subsequently designate by written notice to the other.

Section 6. Computation of Time Limitation

In computing time limitations under this Agreement, the day of the act, event, or omission after which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included. Unless otherwise stated herein, a day shall mean a calendar day. A day shall be deemed to begin at 12:01 a.m. and end at Midnight.

Section 7. Gender

Masculine pronouns have been used throughout this Agreement. When appropriate, they shall be deemed applicable to female employees as well.

Article 17 Successor Clause

This Agreement and any supplemental hereto, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation is taken over by sale, transfer, lease, assignments, receivership, or bankruptcy proceeding, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lesser executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction not including financial details

Article 18 MOU's, LOU's and MOA's Incorporated in the CBA

Section 1. Automation Transition Plan

Memorandum of Understanding

Between Teamsters Local 631 and Republic Services regarding transition plans to Automated Residential Collection of Solid Waste and Recycling

I. Statement of Purpose

Whereas both the Teamsters Local 631 and Republic Services of Southern Nevada desire to achieve an orderly transition in the residential line of business from manual rear load type vehicles for weekly solid waste and recycling collection to an automated collection system. Both company and union agree that this transition to an automated system in the current residential line of business will bring great benefits to the members and will be a very desirable driving position. Both parties further agree that it is of utmost importance to maintain a continuity of service in all lines of business during this transition and

that a great deal of training will be required to retrain existing drivers on the proper operation of the automated collection vehicles. Both parties further agree that seniority is a concept that is very important to all members and that efforts should be made to honor seniority to the fullest extent possible when making driving assignments to the automated collection vehicles.

This transition will occur over a time period to be determined by truck, cart, and infrastructure availability as well as rollout schedules to meet the requirements of the franchises. The final schedules and the annual number of routes to be implemented at each site are to be determined. The final number of automated routes to be deployed at each location is also to be determined as the roll outs move forward. While it is the desire of both the company and union to have routes that are dedicated to either solid waste or recycling, it is understood that due to the need to achieve maximum efficiency the company may have routes that are split between both solid wastes and recycling. The number of such routes will be kept to the minimum number determined by the management team required to maximize efficiency.

II. Residential line of Business

It is understood that the automated collection vehicles will continue to be considered in the residential line of business and will be routes with-in that line of business. As routes become available during the conversion assignments will be based on seniority with-in that line of business first.

In the event that there are insufficient drivers in the residential line of business who desire to move from rear load bulk collection to automated collection or for any other reason that automated positions can't be filled within the residential line of business; the company will make every effort to honor requests from other lines of business to move to residential based on seniority. It will be understood that these requests will be to move to the residential line of business only and no guarantees will be made as to vehicle type; automated or rear load. Both parties agree that these are route assignments only and are not subject to the normal bid process.

While these drivers may bid into the department as needs arise and at the time of the bid the assignment may be primarily for operation of an automated vehicle drivers in the residential department may be assigned to other residential vehicles based on daily operational needs.

In the event that drivers from other departments desire to bid to the residential department to fill automated vacancies when residential drivers are not available to fill these positions the company will provide appropriate training in the safe and efficient operation of the automated residential trucks. No later than January 2014, all residential vacancies will be bid accordingly to the C.B.A.

As transitional conversion plans are developed, the company will concurrently develop training plans to insure that all drivers that may be assigned to automated residential trucks have been trained in the safe and efficient operation of these vehicles. It is understood that these training plans and methods may continue to evolve during the roll out phase as the company learns the most efficient methods and schedules to provide this training.

As of the date of this agreement there are 18 drivers in the current training program. It is agreed that these individuals will be given the first available automated assignments prior to the implementation of the plan described in the paragraph above.

It is understood that the list of 18 drivers provided to the union is in bargaining unit seniority order with the most senior drivers at the top. The list will not be amended or added to and in the event an individual leaves the company they will not be replaced on the list. The assignment of these drivers as automated routes become available will be done based on their bargaining unit seniority.

The list has been provided to the union and is titled "Automated Drivers in training as of May 15, 2012" and referenced in this Automation Transition Plan MOU between the company and Union.

III. Special Considerations

Again while both parties understand the importance of seniority to the members and while both parties agree to use seniority to the fullest extent possible in making route assignments; both parties further agree that from time to time special consideration for individual driver circumstances may be in the best interest of all parties. Both company and union agree to discuss on an individual and non-precedent basis any situations that may warrant deviation from the above understandings. In the event that an agreement cannot be reached the route assignments will revert to the above understandings.

IV. Staffing

While it is understood the number of employees employed in the residential line of business is determined by several factors; the primary factor regardless of collection method employed is population and customer demand. Notwithstanding the above while the automated system will for a given population base require a slightly smaller work force it is the intention and commitment of the company to address any reductions in required workforce through normal attrition in the workforce and not through layoffs. The estimated reductions over the conversion period based on current population and customer counts would be in the 70 to 80 range. With a normal experienced turnover rate in the driver work force of 100-120 on an annual basis the company will be able to absorb any reductions with no loss of jobs to the current work force.

While it is the intent of the company to waive skills and ability requirements in the current residential work force and train drivers for automation based on seniority, the potential exists to have an imbalance in the required number of automated qualified drivers and rear load drivers should too many employees decide that they do not desire training in automation. In this event the company would have to reserve the right to balance the needs by LOB and move qualified drivers to other LOB's when possible or in the event that sufficient numbers of qualified drivers are not available the company would have to hire from the outside.

V. Sunset

Upon completion of the implementation of automation in North Las Vegas, Las Vegas, Clark County and Henderson should all franchises elect to implement automation or in the event that all franchises do not elect automation, upon completion of the implementation in those that do, this memorandum will sunset and all agreements will revert to language in the CBA in place at that time.

Both parties agree to the terms listed above as attested by signatures below:

Teamsters 631

By: 

Tommy Blitsch

Date: 

Republic Services of Southern Nevada

and Republic Dumpco

By: 

F Joseph Burkel

Date: 

Section 2. Efficiency

Letter of Understanding

Between Teamsters Local 631 and Republic Services Regarding "Efficiency"

The union and the Company met during negotiations and held discussions concerning the Company's application of the term "efficiency" under Article 2, Section 2. After the discussions, the union and the Company agreed to the following:

1. When the Company is determining the "efficiency" of an employee under this contract due to consideration will be given to the employee's seniority and ability.
2. The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the employer's interest.
3. The parties also agree that the use of term "efficiency" will not be used to violate an employee's seniority to deny or to minimize their right to overtime or promotion.

Both parties agree to the terms listed above as attested by signatures below:

Teamsters 631

Republic Services of Southern

Nevada Dumpco

By: 

Tommy Blitsch

By: 

F. Joseph Burkel

Date: 7/10/12

Date: 7/10/2012

Section 3. Legacy Agreements Incorporated

Grievance #52095

Termination

2nd Step Grievance Meeting

Present at meeting:

Hank Vasquez: Republic Area HR Manager

Sue Hunsberger: Cheyenne Division HR Manager

Jim Rankin: Cheyenne General Manager

Mark Clinker: Apex General Manager

Calvin Francis: Henderson General Manager

Adrian Levy: Area Safety Manager

Tom Geraci: Teamsters Local 631 Business Agent

Javon Jefferson: Teamsters Local 631 Business Agent

The basic fundamental requirement of any professional driver in Nevada is their obligation to possess and maintain a valid CDL and medical card anytime they are driving. This requirement is clearly documented every time a driver renews their CDL. On the back of every CDL in Nevada it also reinforces that the driver's license is only valid if all listed restrictions are met. A restriction listed on all CDL's is the requirement that the driver have a current valid med card.

This requirement is also addressed under Major offenses: 1. C. Comply with safety, driving and parking laws and company rules, of which the employee has been informed.

It is further addressed in General Policies 1. Employees must possess and maintain a valid driver's license or a Nevada photo identification card. Drivers must possess valid commercial driver's license and medical examiners certificate in order to work.

In August 2009 the Union and Company signed a Letter of Agreement wherein both parties acknowledged the extreme potential liability and consequences for the company and employee in the event of a Republic Services employee driving a company vehicle in violation of this law and CBA work rules. In accordance with that LOA, the Union and Company agreed that we would jointly communicate to all drivers that if they failed to comply with CDL/Med Card law and work rules, they would be terminated. The Union and Company met with every driver. Every driver at that time and every new driver hired since that time signed the Professional Driver Accountability letter.

In March 2009 the Union and Company again met and agreed to make an amendment to this LOA concerning the length of time a DUI affected employee would remain in the pool. That amended LOA also concluded with the agreement that: "The company will attach a copy of the amended Professional Accountability Letter to all employees' paychecks and a cover page communicating that all employees will be held accountable for understanding and complying with the document. The Union will reinforce this communication through their Stewards and communication in meetings at the Union Hall"

Despite this repeated communication by both the Union and Company as cited above, grievant [redacted] drove a company truck without a current valid medical certificate, required to meet the restrictions for his CDL to be legally valid. He was accordingly terminated.

When the Union and Company jointly warn employees that any violation of this or any other specific rule will result in termination, the intent and goal is not to terminate, it is to prevent the violation. Such deterrence is only effective if the employee believes that the consequence is real. Several employees have been terminated for violations under this Professional Driver and CBA rules. Anytime an employee violates the rule and is not terminated the deterrence is compromised.

Based on our discussion at this meeting it was jointly agreed that both the Union and Company would once again communicate to all drivers that the CBA rules and Nevada DMV requirements as incorporated in the Professional Driver Accountability letter warns that drivers will be terminated if they drive a Republic Services vehicle without a current valid CDL and Med card. It will be reiterated that CDL and Med card are not valid due to several possible reasons: suspension, revocation, expiration of CDL, expiration of Med Card.

Although the Union and Company may utilize systems to track and communicate the status of employee med cards and CDL's, the full responsibility and accountability to assure that the employee possesses and maintains a current and valid CDL and Med card before driving a company vehicle resides totally with the employee.

This grievance will be resolved by the agreement, understanding and actions cited above and [redacted] being reinstated to work with time off as disciplinary action. This discipline of suspension vs. termination will be on a non-precedent basis and will not be cited, referenced or used in any manner in any future violation of the Professional Driver letter or LOA.

Jaime J. B.A.

Tyler B.A.

Hank Vasquez
2/23/2012



Letter of Understanding

The Union and Company met and held several subsequent discussions concerning the Letter of Agreement signed on August 8, 2008 regarding driver responsibilities and accountabilities and the Professional Driver Accountability Letter. As a result of these discussions, that Agreement and the Professional Driver Accountability Letter are hereby amended to incorporate the following:

- 1) Based on the fact that all affected employees did sign an acknowledgement of the Professional Driver Accountability Letter, no employee was ever assigned to a non-driver pool or assigned to a truck after all other drivers were assigned. Therefore, Item #4 of the Letter of Agreement is no longer applicable.
- 2) The Professional Driver Accountability Letter that was signed by all affected employees will be amended to allow drivers who notify the Company within twenty four (24) hours of the DUI citation to be assigned to available non-driving jobs based on their group seniority for up to six (6) months. After six (6) months, they will be moved to the "pool" and assigned to trucks only after all qualified drivers have been assigned each day until their DUI case has been adjudicated.
- 3) The Company will attach a copy of the amended Professional Accountability Letter to all employees' paychecks with a cover page communicating that all employees will be held accountable for understanding and complying with the document. The Union will reinforce this communication through their Stewards and communication in meetings at the Union Hall.

K. E. Hawk 3-6-09
Teamsters Local 631

Harold Vasquez
Republic Services

3/6/09



Letter of Agreement Republic Services and Teamsters Local 631

Republic Services in conjunction with the Teamsters Local 631 hiring hall invests significant time, effort and money to recruit and train professional drivers. When a driver puts him/herself in a position whereby they are no longer able to perform the driving job they are hired for, Republic Services as like most companies terminates the employee. Republic Services has additionally made a very significant investment in the workforce in its transition over the past three (3) years to an all driver workforce. The pitcher role has been totally eliminated except for the handful of employees grandfathered at our recent negotiations. As such, moving a disqualified driver to a pitcher position is no longer a long term option.

The Union and Company mutually agree that the Law, society and common sense dictate that no employee should put themselves, the Company and the public at risk by driving a commercial vehicle when their license has been revoked, suspended or disqualified from driving.

The Nevada Department of Motor Vehicles and U. S. Department of Transportation impose numerous rules and regulations on commercial drivers and the companies that employ the use of commercial drivers. Republic Services as an employer is held accountable for the monitoring tracking and enforcement/compliance of these rules and regulations.

During our recent mandatory annual review of employees' DMV records, it was discovered that several drivers violated the laws and Company rules requiring notification to the Company of driving suspensions, convictions, DUI citations and traffic citations. Most of these employees will be terminated for these violations.

To assure that all drivers are fully knowledgeable of the specific actions they are accountable for and the consequences of their violations and/or failure to meet these accountabilities, the Union and Company will meet with all drivers and provide them with the attached letter. The employee will sign the letter acknowledging that it was provided to them and that they are required to comply with the rules and regulations.

The Company and Union further agree that:

1. In lieu of termination, the Company will now allow drivers to be moved to a non-driver pool until they regain their ability/qualification to drive as detailed in the attached letter.
2. The Company will allow all current employees 24 hours to come forward and provide communication of all current citations, suspensions,

revocations and convictions that could impact their qualification to drive a commercial vehicle. They will not be disciplined or terminated. This does not apply to any DUI citation or conviction. After this 24 hour period, the employee will be subject to the rules and consequences conveyed in the attached letter.

3. The following employees will be reinstated and assigned to driving positions if they currently qualify under the DMV and DOT regulations:

A.
B.
C.
D.
E.
F.
G.
H.
I.
J.
K.



4. Employees who refuse to sign acknowledgement of the attached letter will be assigned to the non-driver pool and assigned to a truck after all drivers are assigned.

The Union and Company will jointly communicate to all drivers that if they do not comply with the rules and regulations after this 24 hour amnesty period, it shall constitute Just Cause for the disciplinary action described in the Letter.

The Union and Company representative will reinforce to all employees that if it is verified that they violated these rules, their misconduct shall constitute Just Cause for termination or disciplinary action and the Union agrees that a violation will constitute Just Cause for the disciplinary action. This means that if a termination is taken to Arbitration, the only issue the Arbitrator will have the Authority to rule on is if the evidence or facts prove that the employee did or did not violate the rule. If the Arbitrator rules that the employee did violate the rule, that violation will constitute Just Cause required for termination.

David A. Cardwell 8-8-08
Jason [Signature] 8-8-08
Teamsters Local 631 Date

Hank Vasquez 3/2/08
Republic Services Date



March 12, 2009

To: All Employees in positions that require them to drive a Republic Services Vehicle

From: Hank Vasquez, Region HR Manager

Subject: Professional Driver Accountability

In August 2008, all employees working in positions that required them to drive a Republic Services vehicle were given a Professional Driver Accountability document that communicated several critical obligations and actions that would result in termination on the first offense. To assure that this Zero Tolerance position did not unfairly result in an employee being terminated due to his/her ignorance of these obligations, the document was posted at all locations, covered by the Company and Union at on-site meetings and subsequently presented to and signed by each employee.

As a result of recent discussions with Teamsters Local 631 representatives, the Professional Driver Accountability policy remains in effect but has been amended to allow employees who notify the Company within 24 hours of a DUI citation to be assigned to a truck in a non-driving capacity based on their group seniority instead of being assigned out of a non-driving pool, for up to six months. This amendment is contained in the attached revised policy. The document you signed last year is still in effect so signing this revised letter will not be necessary.

DRAFT
Republic Services
Professional Driver Accountability

As a professional driver licensed to drive a commercial vehicle under the rules and regulations of the Nevada Department of Motor Vehicles, the U. S. Department of Transportation, Republic Services and other applicable states, it is your responsibility to know and comply with all rules and regulations. Below are several specific offenses that could result in your loss of CDL and which will result in revocation of your ability to drive a Republic Services vehicle and you being terminated. If you have any questions or need any clarifications, you must ask for help now. Waiting until a violation or revocation occurs will be too late.

1. You must notify the Nevada Department of Motor Vehicles (DMV) and Republic Services within ten (10) days of any change to your mailing address.

- The mailing of any correspondence from the DMV to your address of record constitutes Official Notice to you.
- A defense that you were never notified of a license suspension, revocation citation, etc. because they sent it to an old address is not acceptable by the Department of Transportation, the Nevada DMV or Republic Services.

2. If you drive a Republic Services vehicle at any time while your license is suspended or revoked you will be terminated.

Your privilege to drive may be suspended/revoked for the following reasons:

- If breath, blood, or urine tests reveal you are driving under the influence of drugs or alcohol content of .04 or greater or if you are convicted in court of Driving Under the Influence.
- If you participate in, or organize, an unauthorized speed contest on a public highway.
- If you receive traffic ticket and do not pay the fine on time or do not appear in court when required.
- If an accident occurs with property damage in excess of \$750.00 or bodily injury regardless of property damage amount, and you do not have liability insurance, your driver license and vehicle registration are suspended.
- If you are required to provide proof of financial responsibility (SR-22) because of a license suspension or revocation and fail to meet the continuous three (3) year requirement.
- If you are in arrears in court ordered child support payments.
- If you receive three or more convictions for failing to properly use a child restraint system in vehicle.
- If you accumulate 12 or more points in 12 months.
- If you are found guilty of a graffiti violation.

If any of the above reasons apply to you, it is very likely your license is suspended or soon will be. DMV always sends notification of suspension/revocation via US Mail. You can also check the status of your license at the DMV website by printing your driver history for a fee of \$7. The website address is dmv.nv.com

3. If you do inform Republic Services immediately that your license has been suspended or revoked, you will not be terminated but instead you will be temporarily assigned to a non-driving (pitching) pool and assigned to a truck after all qualified drivers have been assigned each day. If you obtain reinstatement of your CDL within 30 days, you will be returned to your driving position and route. After 30 days you will be assigned to the next available opening/bid.

4. Even if you are successful in getting your license reinstated or the suspension/revocation is removed or corrected from your DMV record, you will be terminated if you drove a Company vehicle while your license was suspended or revoked.

5. Republic Services must be notified within 30 days of any conviction for any traffic violation. This includes both company and personal vehicles. There will be no discipline if you inform the company. However, failure to inform the Company within these 30 days will result in discipline.

6. If you are cited for Driving Under the Influence (DUI), you must notify the Company within 24 hours. Failure to notify the Company will result in your termination. If you notify the Company, you will be temporarily assigned to a non-driving (pitching) pool and assigned to a truck after all qualified drivers have been assigned each day. If it goes on your DMV record as a DUI conviction, you will be terminated. If it goes on your DMV record as other than a DUI, you will be returned to the next available driving position/bid.

7. If it goes on your DMV record as a DUI, any subsequent reduction to a lesser offense does not change the fact it is a DUI conviction.

8. As explained in the attached Table, the Company must take a driver out of service upon reaching certain traffic conviction levels. Failure to notify the Company of convictions that would have required the Company to place you in an out of service status will result in your termination. If you notify the Company as required, you will be assigned to a non-driving position after all qualified drivers are assigned each day. Upon completion of the out of service period, you will be returned to a driver position.

Employee	Date	Supervisor	Date
----------	------	------------	------

I understand that I have 24 hours from this date to notify the Company of any current suspension or revocations of my CDL license or convictions that would impact or disqualify my ability to drive.

Employee	Date
----------	------



NOTICE

TO: ALL DRIVERS AND PITCHERS
FROM: MANAGEMENT
SUBJECT: SAFETY PROGRAM
DATE: 1/20/2006
CC: TEAMSTERS LOCAL 631

Whereas, both the Company (Republic Services) and the Union (Teamsters Local 631), recognize the importance and value of an effective Safety Program and will comply with all safety rules as established by the Company, State laws and Federal regulations, and will fully cooperate in the enforcement thereof.

Please be aware of the following:


1. Only properly licensed drivers who have been authorized by the company may operate trucks on public roads, streets, or alleys. Individuals who do not hold the proper Commercial Driver License or only hold a CDL Permit are not authorized to drive Company vehicles.
2. Drivers will not operate equipment on the proper side of a road.
3. Drivers may not place a vehicle in reverse motion with the Pitcher on the back step.
4. Drivers cannot operate a vehicle at more than ten (10) miles per hour with the pitcher on the back step, nor can they travel more than one quarter (1/4) of a mile between stops. Drivers cannot operate on major streets with the Pitcher on the back step.
5. Drivers of Front-end loaders cannot operate a vehicle with the Pitcher on the front step.

Should there be any questions or concerns regarding any of the above rules, the driver will be responsible for contacting the appropriate person.

Should there be any questions or concerns regarding any of the above, please feel free to contact your Foreman, Operations Manager, General Manager, or a Union Representative.

GJB/ump


On behalf of Republic Services 1/20/06


1/20/06

Zero Tolerance Safety Policy Effective date: August 15, 2007

Republic Services strives to provide our employees with a safe place to work; as free of recognized hazards as possible. After years of accident and injury evaluations, we have concluded that the following safety violations (i.e., un-safe behaviors) have the greatest potential to result in serious injuries or death.

We have an obligation to prevent safety violations from happening. While each of the un-safe behaviors listed below have always been safety violations, we can not allow these particular un-safe behaviors to continue without increased consequences. We owe it to our employees, our customers and the general public to enforce these rules from a zero tolerance position. In addition to standard disciplinary procedures or point policy enforcement of all safety rules listed in the "Driver, Helper & Equipment Operator Safety Guide", we have determined that the following specific safety violations, when verified, will result in an employee's immediate termination for cause.

- A positive company mandated drug or alcohol screen result.
- Backing a rear loader with a helper on the rear step for any distance.
- Standing or sitting on the steps or any other part of the vehicle while it is in motion. (Does not include standing on the rear step of a rear loader when moving forward).
- Standing under a raised tailgate or truck body without an appropriate safety brace engaged.
- Employee behind the blade with the truck engine running, or employee behind the blade without the ignition key in the employee's pocket.
- Operating a vehicle or piece of equipment that has been placed out of service by the maintenance department.

Backing a rear loader with a helper on the rear step for any distance, one, without one of the crew directing the backing activity by locating himself or herself behind the vehicle in a safe location visible to the driver and giving proper hand signals to direct the backing activity for the entire time the vehicle is backing. This requires disciplinary action for both the driver and the helper(s) involved.

In addition to the above violations:

- Any manager or supervisor who observes one of the foregoing un-safe behaviors and does not take appropriate and immediate action, will be subject to immediate disciplinary action up to and including termination.

Employee Signature _____

Date _____

Memorandum of Agreement

Driver Qualifications

It is the Company's intent to assign two (2) drivers to all two (2) person residential trucks. Despite extensive training opportunities provided by the Company to help current employees acquire the qualifications to be a driver, there are still several employees who have not pursued these qualifications. The Company has agreed that current employees hired prior to 2000 will be grandfathered and will continue to be assigned to a residential truck based on their seniority despite their not having the qualifications to be a driver.

The Company has also agreed that there are several current employees hired from 2000 to present who cannot drive due to license restrictions or other extenuating circumstances who will also be grandfathered until they become able to regain their driver qualifications.

The remaining list of employees are those hired after 2000 who have no legal restrictions on their ability to acquire a Nevada Commercial Driver License (CDL). Those employees will have until September 1, 2007 to obtain their CDL permit. Those without a permit after that date will only be assigned to a truck after all qualified CDL drivers and grandfathered employees are assigned to a truck.

Those employees who do obtain their permit by September 1, 2007, shall continue to be grandfathered and be assigned to a truck based on their seniority pending completion of their driver training and completion of CDL certification. Employees who do not report and complete the driver training as scheduled will be removed from the grandfathered list and will only be assigned to a truck after all qualified drivers and grandfathered employees are assigned to trucks.

IN WITNESS WHEREOF, this 26th day of July, 2007, between:

TEAMSTERS LOCAL UNION #631
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

BY: [Signature]
TITLE: Secretary-Treasurer
DATE: July 26, 2007

REPUBLIC SILVER STATE DISPOSAL
SERVICES, INC. A NEVADA CORP. dba
REPUBLIC SERVICES OF SOUTHERN
NEVADA AND REPUBLIC DUMPCO,
INC., aka DUMPCO, A NEVADA CORP.

BY: [Signature]
TITLE: Area President
DATE: July 26, 2007

Article 19 Duration of Agreement

The Agreement shall continue in full force and effect from June 1, 2012, through May 31, 2017, and from year to year thereafter, unless either party hereto shall give written notice to the other sixty (60) days prior to June 1, 2017, or June 1st of any succeeding year, of its desire to change, amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have herewith affixed their hands and seals this 11th day of June 2012, in the City of Las Vegas, County of Clark, and State of Nevada.

TEAMSTERS LOCAL UNION #631
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

BY: [Signature]
Tommy Blitsch
Secretary - Treasurer

TITLE: _____

DATE: 7/10/12

REPUBLIC SILVER STATE DISPOSAL
SERVICES, INC. A NEVADA CORP. dba
REPUBLIC SERVICES OF SOUTHERN
NEVADA AND REPUBLIC DUMPCO,
INC. aka DUMPCO, A NEVADA CORP.

BY: [Signature]
F. Joseph Burkel

TITLE: Area President

DATE: 7/10/2012

**Company Rules and Procedures
For Bargaining Unit Employees**

**Company Rules and Procedures
For Bargaining Unit Employees**

Table of Contents

Rules of Conduct	1
Major Offenses	1
General Offenses	2
Company Rules	3
General Policies	3
Company Property	4
Uniform and Dress Requirements	4
Shifts, Absenteeism, Payday	5
Specific Rules Relating to Operators of Company Equipment	
Operation of Equipment Safety	5
Care of Equipment	5
While on Assignment	6
Specific Rules Relating to Route Personnel	
(Any Employee Performing Customer Service)	6
Operation of Equipment	7
Specific Rules Relating to Roll-Off and Transfer Drivers	
Care of Equipment	7
Assigned Duties	7
Specific Rules Relating to Shop and Landfill Employees	
Care of Equipment	8
Meal Breaks	8
Negotiated Drug Policy	9
I. Policy Statement	9
II. Definition of Terms	9
III. Scope	10
IV. Qualifications for Employment and Prohibited Conduct	12
V. Drug Test Required	13
VI. Specimen Collection Procedures	17
VII. Testing Methodology	21
VIII. Review of Drug Test Results	23
IX. Discipline	26
X. Employee Education, Training, and Assistance Program	27
XI. Confidentiality	28
XII. Blind Performance Test Procedures	28
XIII. Record Keeping	29
XIV. Drug Program Administrator	30

Negotiated Alcohol Policy	30
I. Policy Statement	30
II. Prohibited Conduct	30
III. Procedures to Follow	31
IV. Method of Testing	31
V. Scope of Testing	31
 Company Policy Regarding Sexual Harassment	35
Understanding Sexual Harassment	35
Eliminating Sexual Harassment	36

Republic Services of Southern Nevada Rules of Conduct

The following rules are established pursuant to Article 4 of the Collective Bargaining Agreement. The offenses listed below are cause for disciplinary action. Offenses are divided into two categories: major and general. For other than major offenses, the Company will employ progressive discipline. This may include verbal and written warnings when appropriate. However, all offenses listed below, depending on the nature and severity of the violation, may be cause for immediate discharge.

Because it is not possible to list every conceivable act or omission which would justify the imposition of discipline, the list is not intended to be inclusive. These rules are subject to revision by the Company as management deems necessary. In the event of revision, changes hereto will be set out in writing and copies will be provided to the Union and posted for employees, fourteen (14) days prior to implementation.

The Union and the Employee reserve the right, in the event of arbitration, to offer evidence as to the reasonableness of the application or enforcement of any rule of conduct, to any grievance.

Major Offenses

1. Refusal or intentional failure to:
 - a. Perform assigned work.
 - b. Follow a lawful order of a manager or supervisor.
 - c. Comply with safety, driving and parking laws and Company rules, of which the employee has been informed.
2. Engaging in the following conduct:
 - a. Unauthorized possession, use, or intentional misuse of Company equipment, vehicles or other property resulting in property damage or personal injury which requires treatment at a medical facility.
 - b. Theft or embezzlement of property from the Company or its customers, or obtaining such property by fraud, false pretense, coercion, or intimidation.
3. Providing false or misleading information on documents or records used by or relied upon by the Company.
4. Causing a serious disturbance while on the Company's time, property, or equipment which interferes with employees work, the work of others, or the Company's operations.
5. Possession of weapons, explosives, excluding pen or pocket knives with blades less than three (3) inches in length, unless the knife has been authorized by a supervisor to be used as a tool on the Company's time, property, or equipment.

6. Use, possession or sale of alcohol or controlled substances on Company time, property or equipment, except medication prescribed by an authorized medical provider.
7. Divulging proprietary information to persons not employed by the Company, without the consent of an officer of the Company, or engaging in a transaction, on or off work, which conflicts with the interest of the Company, or engaging in a transaction, on or off work, which conflicts with the interests of the Company, except for protected concerted activities.
8. Subjecting a customer or another employee, supervisor or manager to discrimination, abuse, confrontation, harassment in general or particularly on account of the person's race, color, religion, sex, national origin, handicap, or age, or any other reason.
9. Intentional failure to comply with published policies and procedures which prohibit:
 - a. Sleeping on the job on Company time, other than breaks or lunch;
 - b. Intentional failure to report a work-related accident or illness;
 - c. Refusal to submit to the Company's lawful requirements for periodic physical examinations;
 - d. Intentional failure to comply with the Leave of Absence provisions of this Agreement;
 - e. Failure to inform the Company no later than the start of the employee's next regularly scheduled shift that his or her driver's license has been suspended or revoked;
 - f. Salvaging.

General Offenses

The following offenses may result in a verbal or written warning, and depending on the nature and severity of the offense, may result in discharge. Receipt of more than one (1) warning, verbal, or written, in a six (6) month period may be cause for further disciplinary action, up to and including discharge.

1. Leaving assigned work area, Company equipment, or Company premises without authorization, or ceasing work without authorization, while on Company time.
2. Unauthorized entry into areas of the Company's premises where the employee's work does not require him to be, other than in the performance of his assigned duties. Authorization will not be withheld unreasonably.
3. Interfering with the work of other employees.

4. Solicitation of Company employees for any purpose during work time, including, but not limited to, soliciting memberships in organizations, asking for donations or contributions, selling tickets or merchandise, or similar acts, present practices excepted.
5. Distribution of notices, pamphlets, booklets, or bulletins of any kind in working areas, excluding official union business.
6. Unauthorized posting of bulletins in working areas or unauthorized removal or defacing of Company posted notices or bulletins.
7. Willful failure to properly record time.
8. Bringing unauthorized persons onto Company premises or Company vehicles.
9. Violation of posted and/or published Company safety rules.
10. Doing personal work during Company working time or with Company equipment or Company material.
11. Failure to be ready to start work at the beginning of an assigned workday, or making preparation to leave or leaving work before scheduled quitting time.
12. Creating or contributing to unsanitary conditions.
13. Use of Company or personal telephones or excessive use of beepers on Company property or equipment during working time without permission.
14. Smoking in unauthorized areas or gambling during working time or in Company vehicles.

Company Rules

All Company Rules apply equally to all bargaining unit employees. The Company Rules listed below are divided into categories for ease of reference with respect to specific job titles and/or duties.

General Policies

1. Employees must possess and maintain a valid driver's license or a Nevada photo identification card. Drivers must possess a valid commercial driver's license and medical examiners certificate, in order to work. Failure to produce valid C.D.L. and valid medical examiners certificate will result in no work that day and no pay. This rule is subject to progressive discipline for repeated offenses.
2. Employees must have a current address and telephone number on file with the Company. Any changes must be reported in writing to the Supervisor and/or Personnel Office within seventy-two (72) hours.
3. Radios or any sort of audio equipment will not be used by any employee while on duty. Company radios are excluded.

Company Property

4. Facility and parking lots are to be kept clean of all debris. The parking lot is for the use of regular employees only, and no unauthorized persons will be allowed in the facility to pick up or exchange vehicles.
5. All employees are required to keep assigned equipment and work areas clean. This means assigned equipment is to be cleaned daily inside and out (steam cleaning included) and work areas free of clutter and debris, such as cigarette butts, materials and equipment not being used.
6. If an employee damages equipment or property while on Company time, or notices damage of equipment and property, he must report it immediately to his Supervisor and the Dispatch Office, so the proper authority can be notified. Employees are never to leave the scene of the accident or an incident involving himself or his equipment until given the proper authorization.
7. It is the responsibility of the employee to check supplies and materials used in his work assignment. He should be aware of the amount needed to do his job effectively.
8. All employees are responsible for any property or equipment issued to them during their employment. All employees must use all supplied safety equipment. Failure to do so may result in disciplinary action. If this property is lost or damaged, it must be reported to the Supervisor for replacement. Negligence in the care of their assigned equipment can result in possible disciplinary action.
9. Employees are responsible to themselves and the Company to report any equipment, procedure, or property that they feel is unsafe. Employees should report it to their Supervisor immediately, and receive proper approval concerning the handling of that unsafe equipment, procedure or property.

Uniform and Dress Requirements

10. All employees, with the exception of office personnel, will wear leather work boots (defined as above the ankle and not considered a hiking boot) in good, safe condition.
11. Employees are required to wear issued uniforms at all times. Failure to wear the issued uniform may result in discipline.
12. Any employee who is absent from his assigned shift for ten (10) working days or more must turn in issued uniforms and will have his uniform rental cancelled. This service will not be reinstated until he has returned to his shift for fifteen (15) consecutive work days. Vacations are not subject to the fifteen (15) day requirement for reorder. If employee fails to turn in assigned uniforms before leaving on vacation, leave of absence or extended sick leave, after ten (10) days of absence cost of uniforms will be deducted from his next payroll check.
13. All regular employees assigned uniforms are to return soiled uniforms on designated days or uniform rental will be cancelled and fee deducted from payroll check.

Shifts, Absenteeism, Payday

14. Employees who fail to properly complete their assigned duties in a reasonable period of time due to wasted time or through their negligence, will be subject to disciplinary action by their Supervisor.
15. If an employee is unsure about his assigned duty, he must notify his Supervisor immediately.
16. Any employee who feels he must meet with a Union representative must secure his Supervisor's approval and schedule the meeting at a time that will not interfere with his assigned duties.

Specific Rules Relating to Operators of Company Equipment Operation of Equipment Safety

17. Only authorized personnel are allowed to occupy or operate Company equipment. No exceptions!
18. Assigned vehicles must be checked out completely for cleanliness, damage, or any unsafe condition at the start of their assigned shift. Damage not reported will be assumed to be the fault of the last individual operating that vehicle.
19. Operators are to handle and operate assigned equipment with caution and respect so as not to abuse or damage the equipment or Company and private property. Mishandling of Company equipment may result in disciplinary action.
20. While on Company property (except Apex Regional Landfill) speed is not to exceed five (5) miles per hour. The speed limit on Commerce Avenue between Cheyenne and Brooks Avenues will not exceed fifteen (15) miles per hour for all Company vehicles.
21. All vehicles must come to a complete stop before entering the scales and then proceed in a slow, orderly manner.
22. Operators must drive safely at all times, taking into consideration road conditions, equipment, weather and traffic conditions.

Care of Equipment

23. All operators of Company equipment must ask shop foreman to notify Supervisors when equipment is in shop for repairs.
24. No equipment is to be brought through the shop gates without authorization by a Supervisor.
25. Any employee who needs to switch equipment during assigned shift must notify his Supervisor and the Dispatch Office before this action can be approved. It is the employee's responsibility to make sure switched equipment is fueled up, and that the vehicle has been cleaned.
26. All cabs are to be tilted and trucks staggered on Saturday p.m. for washing purposes only.

27. Drivers will not run over fuel hoses or pumps after fueling up equipment. Nozzles will be replaced on pumps and hoses removed from driveways.
28. Drivers will drain air tanks on assigned equipment at the end of completed shift.

While on Assignment

29. Drivers of Company equipment are to proceed to assignment in the most direct and safe manner, obeying all traffic laws.
30. Drivers are to complete assignment in the manner and direction ordered by his Supervisor. It is the responsibility of the driver to ensure that his assigned route has been completed.
31. All drivers must check with Supervisors before leaving at the completion of his assigned shift.
32. Drivers will not operate equipment on wrong side of any designated street. Failure to comply may result in termination.
33. All drivers will take precautions to be sure that debris cannot escape from their equipment while operating on public roads.

Specific Rules Relating to Route Personnel (Any Employee Performing Customer Service)

34. Any situation which occurs during an assigned shift, causing suspension of or deviation from assigned duties, must be reported to and approved by your Supervisor.
35. All employees must notify Supervisors and Dispatch Office immediately if a service for a customer cannot be completed for any reason.
36. Employees will replace all lids on cans or containers and return containers to their proper position (containers back into enclosure with gate closed, garbage cans and mobile toters on side of roadway, so as not to block access or driveways.)
37. Employees are not to handle or dump recycling containers, unless assigned specifically by a Supervisor to do so.
38. Employees are to clean up all debris around cans, containers, or compactor units after pick up, and make sure any debris spilled during the pick up is removed from the street or premises.
39. Drivers will write up and report to Supervisors or the Dispatch Office any containers, compactors, or mobile toters that are damaged or broken.
40. Employees will not dispose of any garbage container belonging to a customer unless customer gives written permission (which is turned in to Supervisor and/or authorized by Company's main office.)

Operation of Equipment

41. Any time there are two (2) or more employees assigned to a single piece of Company-owned equipment, one (1) employee will station himself at the rear of the equipment and direct the driver while backing up. There will be no exceptions to this rule.
42. All employees must know the standard signals:

Backing up: Arm extended in the air with the palm of the hand facing the rear of the truck or in the direction in which the truck is to proceed, while moving other arm in a circular motion.

Stopping: Arm extended in the air with palm of hand facing driver on the front of the truck.
43. Assigned drivers must not move Company equipment until the blades are in the proper position. This action is to prevent damage to equipment and to prevent debris from escaping while equipment is in motion.
44. Drivers must not overload assigned equipment.

Specific Rules Relating to Roll-Off and Transfer Drivers Care of Equipment

45. An issued tarp is the responsibility of the employee. A damaged or destroyed tarp must be reported to Supervisors immediately.
46. When picking up a compaction unit, the blade must be packed, the trap door securely fastened, and all connections properly disconnected.
47. Caution must be taken when returning a compactor box to make sure that the box is in the rails, all hoses are connected, and all switches are turned to the operating position.
48. Boxes that need repair, cleaning or paint must be reported to Supervisors or the Dispatch Office immediately and written up on a work repair slip.
49. Boxes that need signs replaced or repairs must be taken to the shop after dumping and before they are redelivered.
50. Employees must notify Supervisor and Dispatch Office of any box or compactor that is blocked, locked, or unable to be picked up by employee before he leaves the scheduled stop.
51. Semi-drivers will make sure that assigned equipment is loaded to no more than 80,000 pounds gross weight.

Assigned Duties

52. Roll-off drivers must read and follow all instructions on all tickets. Any boxes picked up or delivered to the wrong location will result in driver receiving disciplinary action.

53. It is the employee's responsibility to record numbers of boxes picked up or delivered.
54. It is the responsibility of the Roll-off driver to log their daily mileage, and fill out and turn in the vehicle inspection report.
55. Any time an employee must take a box to the Apex Landfill, he must notify his Supervisor of the contents of the box and the location of its pickup.
56. All Roll-off and Transfer drivers are responsible for securing boxes to Company standards:
Transfer Drivers: Debris screens on leaving and returning to the Transfer Station.
Roll-off Drivers: Tarp placed on any open box no matter what it contains.
57. When dumping boxes and containers, all debris must be cleaned from inside the containers, transfer trucks, and compactor boxes.

**Specific Rules Relating to Shop and Landfill Employees
Care of Equipment**

58. Employees must inspect and use all supplied safety equipment. This is to prevent injury to employees and to decrease the chance of further damage to equipment being repaired or serviced.
59. Road call mechanics and landfill servicemen must make sure service trucks used during shifts are clean and restocked with any parts or equipment used during their assigned shift.
60. Dozer and scraper operators will blow out radiators as needed and check out all fluid levels every four (4) hours of use.
61. All heavy equipment operators will write up any defects with equipment and record all parts, fuel, and oil used during their assigned shift.
62. All operators will clean the trucks and wash off equipment as needed during their assigned shift.
63. All service personnel will be responsible for cleaning and maintaining all service equipment.
64. Shop employees must work until fifteen (15) minutes before the end of assigned shift, at which time they will clean and store all tools and material used during their shift. Employee will not be able to leave Company property without permission of their Supervisor.

Meal Breaks

65. Shop and Landfill employees are assigned a thirty (30) minute lunch break, which will be taken in assigned areas. Employees are responsible for keeping these areas clean. Employees are not to eat or drink while working on or repairing equipment. This rule does not include the landfill operators, who are allowed to eat on their assigned cats.

Republic Services of Southern Nevada Negotiated Drug Policy

I. Policy Statement

Republic Services of Southern Nevada (hereinafter referred to as the Company) and the Teamsters Union Local 631 (hereinafter referred to as the Union) recognize that the use and abuse of drugs in today's society is a very serious problem which has also found its way into the workplace. Republic Services of Southern Nevada and the Teamsters Union Local 631 also recognize the significant threat that a drug-impaired Employee working in the transportation industry can pose to the safety of his or her co-workers and the general public. In order to address the safety threat presented by the problem of drug abuse in the transportation industry, the United States Department of Transportation has established extensive regulations requiring drug testing under certain circumstances. In light of the above, Republic Services of Southern Nevada and the Teamsters Union Local 631 have adopted the regulation set forth by 49 CFR, Part 40 as its Anti-Drug Plan (hereinafter referred to as the Plan) to specify the circumstances under which drug testing may be required, the procedures for conducting such testing and the methods and procedures for complying with the Department of Transportation Rules and Regulations.

In accordance with Republic Services of Southern Nevada's Anti-Drug Plan, effective immediately, any Employee who operates a commercial motor vehicle as defined under the Department of Transportation's Rules and Regulations pertaining to intrastate commerce will be tested for the presence of prohibited drugs. Please be aware that this Company has adopted the DOT's Plan to cover all employees in the bargaining unit.

Republic Services of Southern Nevada's Plan is designed to create a drug-free workplace. This Plan has been developed in compliance with existing Department of Transportation Rules and Regulations in a manner that ensures accurate and reliable test results, and thereby eliminates the possibility of any "false positive." This Plan also contains procedures designed to recognize and respect the dignity and privacy of all our Employees. Republic Services of Southern Nevada also has available information on and access to appropriate Employee assistance programs designed to help those individuals who are desirous of treating such problems.

II. Definition of Terms

- A. Company means a person or business entity operating under the authority of Republic Services of Southern Nevada.
- B. Rights of Company means records kept in accordance with 49 CFR, Part 391.87 must be made available to the Company and to the Department of Transportation.
- C. Medical Review Officer (MRO) means a licensed physician responsible for receiving Laboratory results generated by Company's drug testing plan who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant information.
- D. Reporting of Test Results means that the MRO shall communicate test results to the Company by contacting the Drug Program Administrator.

- E. Department of Transportation (DOT) means that the United States Department of Transportation, which administers compliance with Title V of the Omnibus Transportation Employee Testing Act of 1991.
- F. DOT Procedures means the "Procedures for Transportation Work Place Drug Testing Programs" published by the Office of the Secretary of Transportation in Part 40 of 49 CFR.
- G. DOT Regulations means the Alcohol and Controlled Substances Testing Regulations published by the Office of the Secretary of Transportation in Part 382 of 49 CFR.

III. Scope

- A. Employees Covered Under this Plan: "Employee" means a person who performs, on a commercial motor vehicle an operation or maintenance function regulated by 49 CFR, Part 382 of the DOT's Federal Motor Carrier Safety Regulations (referred to as "Covered Worker"). In regards to the Company, an "employee" is anyone working in a job classification under the bargaining unit.

The following Employee positions are subject to drug testing as outlined in the DOT Plan:

Drivers who can be called upon to operate the commercial vehicle.

The following Employee positions are subject to drug testing as outlined in the Company Plan:

Disposal Truck Drivers and Pitchers
 Drug Program Supervisor
 Equipment Operators
 Graphics Department
 Maintenance Fleet Workers
 Senior Mechanics
 Mechanics
 Medical Van Drivers
 Painters
 Parts Persons
 Pitchers Operating Company Equipment
 Recycle Drivers
 Roll-off Drivers
 Semi Drivers
 Senior Drivers
 Servicemen
 Sludge Drivers
 Supervisors
 Transfer Drivers
 Upholstery Persons
 Utility I and Utility II
 Welders

All Employees who are or may be subject to the provisions of this Plan will be provided with a copy of the Plan prior to its implementation and/or at the time they are hired. The Company will also make copies of the Plan available to its employees upon request.

- B. Prohibited Drugs: The presence in the body, possession, use, distribution, dispensing and/or unlawful manufacture of prohibited drugs is not condoned while conducting Company business, while in work areas, in Company vehicles either on or off Company premises. No Employee will work under the influence of prohibited drugs.

Prohibited drug means any of the following substances in as defined in CFR Part 40.85 of the Procedures for Transportation Workplace Drug & Alcohol Testing Programs:

Marijuana (THC Metabolite)
 Opiates (heroin, morphine)
 Cocaine metabolites
 Phencyclidine (PCP)
 Amphetamines

Any Employee discovered to be in violation of these prohibitions is required to cease conducting Company business or to leave work areas immediately. Any Employee discovered to be in violation of these prohibitions while operating a Company vehicle is required to cease operation of the Company vehicle immediately.

An Employee in violation of these prohibitions will be subject to appropriate disciplinary action in accordance with Section IX of this Plan titled Discipline.

- C. Prescribed Medication: The Company cannot require an Employee to reveal any medication that he or she may be taking or may have recently taken; however, the Employee may voluntarily list any prescribed medication solely on the Employee Donor copy of the Urine Custody and Control Form provided to the Employee at the Collection site, or provide that information to the MRO as part of the medical interview following a positive report from the Laboratory. As part of the medical interview, the MRO may request that the Employee identify the physician prescribing the medication, its possible side effects, the condition requiring the taking of the medication, and the medication's relationship to the employee's ability to safely perform his or her job. Prior to making a final decision to verify a positive test result, the Employee will have the opportunity to discuss the use of the medication with the Company's MRO.

In the event it is determined by the MRO that an Employee is taking or is under the influence of a prescribed medication that will reasonably impair the Employee's ability to safely and adequately perform his or her job, the Employee will be placed on a medical leave of absence until the condition requiring the medication is resolved or the Employee is no longer taking the medication.

- D. Refusal to Submit to Testing: Under the DOT regulations as codified at 49 CFR Parts 40 and 382.107, any Employee or applicant who:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA (see §40.61(a) of this title);
 - (2) Fail to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences (see §40.63(c) of this title) a pre-employment test is not deemed to have refused to test;
 - (3) Fail to provide a urine specimen for any drug test required by this part or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences (see §40.63(c) of this title) for a pre-employment test is not deemed to have refused to test;
 - (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen (see §§40.67(l) and 40.69(g) of this title);
 - (5) Fail to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see §40.193(d)(2) of this title);
 - (6) Fail or declines to take a second test the employer or collector has directed the driver to take;
 - (7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under §40.193(d) of this title. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
 - (8) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
 - (9) Is reported by the MRO as having a verified adulterated or substituted test result.
- E. Fail a Drug Test or Test Positive: Means that the Confirmation Test result shows positive evidence of the presence under DOT procedures of a prohibited drug in the Employee's or applicant's system.
- F. Pass a Drug Test or Test Negative: Means that initial testing or confirmation testing under DOT procedures does not show evidence of the presence of a prohibited drug in the Employee's or applicant's system.

IV. Qualifications for Employment and Prohibited Conduct

- A. Prohibited Conduct: DOT's Federal Motor Carrier Safety Regulations prohibit the Company from using any Employee who fails a drug test required under this Plan which is confirmed as positive by the MRO, or who refuses to take a drug test as required under this Plan.

In addition, the Company prohibits the use, sale, possession, or distribution of prohibited drugs by its Employees at any time. Further, no Employee will work under the influence of prohibited drugs.

- B. Disqualification: Any Employee who tests positive or refuses to submit to any drug test required under this Plan will be taken off his or her covered position and terminated.

V. Drug Test Required

- A. Pre-Employment: All applicants for initial employment, subsequent re-employment, or temporary employment in safety-sensitive positions with the Company (see "Employees Covered Under This Plan" in Section II A) must successfully pass a Pre-Employment Drug Test prior to working in a safety-sensitive position for Company and be covered by this Plan which conforms to DOT Anti-Drug Abuse Rules and Regulations. All applicants will be notified at the time they complete a job application that they will be required to submit to a drug test if they are considered otherwise qualified for employment and that they will submit to the terms and conditions of this Plan if they are ultimately hired.

All current Employees transferring or being transferred from a non-safety sensitive position to a safety-sensitive position must successfully pass a Pre-Employment Drug Test prior to assuming a safety-sensitive position.

No applicant or transferring Employee will be hired into a safety-sensitive position unless he or she passes a Pre-Employment Drug Test (see Section IX Part A or this Plan titled "Pre-Employment").

- B. Post-Accident: As soon as practical, but no later than 32 hours after an accident, the Company will test each Employee or Supervisor whose performance either contributed to an accident or cannot be completely discounted as a contributing factor to the accident.

All reasonable steps will be taken to obtain a urine specimen from an Employee after an accident. In the case of a conscious but hospitalized Employee, the Company will request that the hospital or medical facility obtain a specimen, following proper Chain-of-Custody and, if necessary, the Company will refer the hospital or medical facility to the DOT Drug Testing Requirements provided in 49 CFR Parts 40 and 382.

If an Employee is unconscious and otherwise unable to evidence consent to a Post-Accident Drug Test, after the Employee's condition is stabilized the hospital or medical facility shall collect a specimen in compliance with the Chain-of-Custody and guidelines provided in 49 CFR Parts 40 and 382, and the hospital or medical facility shall retain the specimen, preferably in frozen storage, until the Employee has regained consciousness.

If an Employee who is subject to Post-Accident testing is conscious, able to urinate normally (in the opinion of a medical professional) and refuses to be tested, under 49 CFR Part 382.211, that Employee shall be removed from his or her safety-sensitive position and shall be subject to discipline according to Section IX Part C of this Plan titled "Post-Accident."

If the Employee's test result is negative, then the Employee may return to work in a safety-sensitive position at the discretion of the Company.

The Company may decide not to conduct a Post-Accident Drug Test if the best information available immediately after the accident indicates that the employee's performance could not have contributed to the accident or that because of the time between the performance and the accident, it is not likely that a drug test would reveal whether the performance was affected by drug use.

1. For purposes of this Plan, an accident is defined as one of the following:
 - a. An event involving an operator of a commercial motor vehicle as defined under the DOT's Rules and Regulations where one of the following has occurred:
 - (1) A fatality
 - (2) A citation issued to the driver AND an injury requiring medical treatment away from the scene of the accident OR a citation issued to the driver AND a vehicle needing to be towed from the scene.
 - b. An event that results in an emergency response from law enforcement officials.
 - c. An event that is significant in the judgment of the Company, even though it did not meet the criteria of paragraphs 1a or 1b.
2. Under the DOT Rules and Regulations, the term "reportable accident" does not include:
 - a. An occurrence involving only boarding and alighting from a stationary motor vehicle, or
 - b. An occurrence involving only the loading or unloading of cargo, or
 - c. An occurrence in the course of farm-to-market agricultural transportation by the motor carrier, or
 - d. An occurrence in the course of the operation of a passenger car by a motor carrier that is not transporting passengers for hire.
- C. Random: All Employees, including temporary and seasonal, who perform work for the Company in a safety-sensitive position will be subject to Random Drug Testing at any time with no advance notice. The random selection process will ensure each Employee the same fair and equal chance of being selected.

Once the selection process has been completed for each month as per the following paragraph, the MRO will transmit this information to the Drug Program Administrator. The Drug Program Administrator then informs the Employee to report to the Collection Site for Random Drug Testing.

To assure the selection process is random, all Employees covered under this Plan will be placed in a common pool. All full-time, part-time, temporary, and seasonal Employees will be in this pool. Employees will be selected for Random Drug Testing by an anonymous, objective selection criteria (computer-based random number generator) matched with an Employee's social security number, and all Employees will have an equal chance of being selected. Because each random sampling selects from the total pool of Employees, it is conceivable that an Employee could be tested more than once each year. The random computer selection procedure will be by the Employee's social security number. This procedure will be done by the Medical Review Officer, and or his designee.

Random Drug Testing will be administered at a rate equal to 50 percent of the total pool of Employees.

The selection procedure will exceed the required testing percentage for the twelve month period in order to reach the appropriate testing level during each test period.

Employees need not be drug tested who are not scheduled to work that day, including those who are on scheduled vacation or have reported in sick.

If an Employee tests positive in a Random Drug Test, his or her discipline will be handled according to Section IX Part D of this Plan titled "Random".

- D. Reasonable Cause: The Company will require a drug test for an Employee when there is Reasonable Cause to believe that the Employee is using a prohibited drug. However, the decision to test must be based on a reasonable and articulated belief that the Employee is using a prohibited drug on the basis of specific, contemporaneous physical, behavioral or performance indicators of probable drug use. For instance, evidence of repeated errors on the job, Company rule violations, unsatisfactory attendance or punctuality patterns, if coupled with a specific contemporaneous event that indicates probable drug use could provide Reasonable Cause to test an employee.

A written report describing the Employee's condition will be completed, dated and signed by the observer and the Supervisor who either substantiated or was consulted about this Reasonable Cause report. Copies of the report must be made available to the Employee. In such cases, the Employee's immediate Supervisor may, in a confidential manner, order the Employee to submit to drug testing.

Third party reports that an Employee is impaired in his duties due to the use of prohibited drugs shall not constitute Reasonable Cause, but may be cause for the observation of the Employee.

In any Reasonable Cause circumstance, the Drug Program Administrator of the Company or his designee will transport the Employee to an appropriate Collection Site facility and await the completion of the collection procedure. The Drug Program Administrator will then transport the Employee back to the Company premises, where a spouse, family member, or other individual will be contacted to transport the Employee to his or her home. In the event no such individual is available, the Company will contact a taxi to transport the Employee home. If the Employee refuses to agree to any of these procedures and attempts to operate his or her own

vehicle, the Company will make appropriate efforts to discourage the Employee from doing so, up to and including contacting local law enforcement officials. Any Employee failing to cooperate with any of the procedures described above will be subject to disciplinary action up to and including termination of employment.

While waiting for an Employee's drug test results, that Employee must be removed from his or her safety-sensitive position until the drug test results are confirmed negative for prohibited drugs. Employee will have the option to work in a non safety sensitive job position.

If the Employee tests positive, his or her discipline will be handled according to Section IX, Part B of this Plan titled "Reasonable Cause".

If the employee tests negative, the Employee may return to work in a safety-sensitive position at the Company's discretion.

- E. Refusal to Submit: Any employee who refuses to submit to any drug test required under this Plan will be treated as if he or she had tested positive in any such test. The Employee's discipline will be handled according to Section IX, Part E of the Plan titled "Refusal to Submit".

Refusal to submit shall include: All reasons stated in Section III part D of the Negotiated Drug Policy.

1. Failure of Employee to Report to Collection Site: If an Employee fails to appear for a scheduled collection, the Collection Site Personnel shall immediately notify Company's Drug Program Administrator by telephone, who in turn shall immediately contact the Employee's Supervisor.

The Supervisor shall initiate appropriate disciplinary action in accordance with Section IX, Part E of this Plan titled "Refusal To Submit".

2. Employee Refusal to Provide Specimen at the Collection Site: In the event an Employee refuses to provide a specimen, the following procedures shall apply:

- a. The Employee shall be informed by the Collection Site Personnel that:
 - (1) The Company's Drug Program Administrator will be contacted, and
 - (2) He or she is to report back to the work site Supervisor and await further instructions.
- b. The Collection Site Personnel shall immediately notify Company's Drug Program Administrator by telephone and document the refusal in writing on the Chain-of-Custody Form.
- c. The Drug Program Administrator shall notify the Employee's Supervisor. The Supervisor shall initiate appropriate disciplinary action in accordance with Section IX, Part E of this Plan titled "Refusal to Submit".

3. Failure of Employee to Provide an Adequate Specimen: If the Employee fails to provide a sufficient quantity of urine, at least 45 milliliters, the following procedures shall apply:

- a. The Employee shall remain at the Collection Site and be given three (3) hours to provide a specimen.
- b. Employees shall be offered fluids to facilitate urination. During the waiting period, the Employee will remain at the Collection Site under supervision at all times.
- c. If at the end of the waiting period the Employee still cannot provide a specimen of sufficient quantity, this inability shall be recorded by the Collection Site Personnel on the Chain-of-Custody Form as failure to provide a specimen.
- d. The MRO, upon receiving their copy of the Chain-of-Custody Form, shall contact the Employee for any medical justification that may exist to explain why the Employee failed to provide a specimen. If the MRO determines the Employee's justification is medically acceptable, no further action shall be taken against the employee. If the MRO determines there is no medical basis for the failure to provide a specimen, the MRO shall so notify the Drug Program Administrator.
- e. The Drug Program Administrator shall contact the Employee's Supervisor. The Supervisor shall initiate appropriate disciplinary action in accordance with Section IX, Part E of this Plan titled "Refusal to Submit".

4. Employee Refusal to Submit to Testing:

- a. If an Employee refuses the Company's initial request to submit to any required drug test, then the Company cannot use the person as an Employee.
- b. The Employee will be immediately removed from his or her safety-sensitive position and shall be subject to disciplinary action in accordance with Section IX, Part E, titled "Refusal to Submit".

VI. Specimen Collection Procedures

- A. Urine Specimen Collection: Any person requested to undergo a drug test will be required to provide a urine specimen at a designated Collection Site. In order to ensure integrity of the specimen collection procedure, a standard Urine Custody and Control Form will be used. This Form shall be checked and completed by the Employee and Company and the Collection Site Personnel. The Form will be completed by the Collection Site Person responsible for collecting the urine specimen and will then be forwarded along with the urine specimen to a designated Laboratory, which will conduct the actual drug test. The Laboratory will then forward a copy of the Urine Custody and Control Form to the MRO, who will review it when analyzing test results. The Company will retain a copy

of the Urine Custody and Control Form for each drug test it conducts. The Chain-of-Custody portion of the Urine Custody and Control Form must be completed by every person who handles or otherwise comes into contact with the urine specimen.

All urine will be collected in a clean, single-use specimen bottle that is securely wrapped until filled with the specimen. A clean single-use collection container (e.g., disposable cup or sterile urinal) that is securely wrapped until used may also be employed. If urination is directly into the specimen bottle, the specimen bottle shall be provided to the Employee still sealed in its wrapper or shall be unwrapped in the Employee's presence immediately prior to its being provided; and the Collection Site Person shall unwrap the specimen bottle in the presence of the Employee at the time the urine specimen is presented.

Any person required to undergo a drug test will be provided with a copy of written Employee Specimen Collection Procedures, Appendix A, which must be followed by the Employee and the Collection Site Personnel. Copies of Appendix A, Employee Specimen Collection Procedures will also be provided to all designated Collection Sites.

B. Collection Procedures

1. Designated Collection Sites: The Company will utilize an approved Collection Site which will have the personnel, materials, equipment, facilities and supervision necessary to provide for the collection, security, temporary storage, and shipping of urine specimens to a DHHS-certified Laboratory for testing in a manner consistent with the requirements of the DOT 49 CFR, Part 40.
2. Supervisory Collections: Unless it is impracticable for any other individual to perform this function, a direct Supervisor of an Employee shall not serve as the Collection Site Person for a test of the Employee.
3. Alternative Collection Sites: If one of the Company's designated Collection Site facilities cannot be used to collect a specimen (e.g., a Post-Accident test in a distant location) the Company and/or the Employee will attempt to use another Collection Site facility which is familiar with collection procedures under 49 CFR, Part 40. In the event an alternative Collection Site familiar with the requirements of 49 CFR, Part 40 is not available, the urine specimen must still be collected in a secure manner as described below:
 - a. Procedures shall provide for the Collection Site to be secure. If a Collection Site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility using for testing shall be secured during drug testing.
 - b. A facility normally used for other purposes, such as a public rest room or hospital examining room, may be secured by visual inspection to ensure other persons are not present and undetected

access (e.g., through a rear door not in the view of the Collection Site Person) is not possible. Security during collection may be maintained by effective restriction of access to collection materials and specimens. In the case of a public rest room, the facility must be posted against access during the entire collection procedure to assure privacy to the Employee and eliminate any distractions of the Collection Site Person.

4. Individual Privacy: Collection procedures allow urine specimens to be provided by the Employee in private, unless there is reason to believe that the Employee may alter or substitute the specimen, as set forth below:

- a. Circumstances Requiring Direct Observation: A second specimen of urine will be obtained as soon as possible under the direct observation of a same gender Collection Site Person whenever there is reason to believe that a particular donor has altered or substituted the specimen under the following circumstances:

- (1) The donor has presented a specimen which falls outside the allowable temperature ranges of 32.5 to 37.7 degrees Celsius or 90.5 to 99.8 degrees Fahrenheit) and

- a. The donor declines to provide a measurement of oral body temperature, or
- b. The donor's oral body temperature varies by more than 1 degree Celsius or 1.8 degrees Fahrenheit from the temperature of the specimen.

- (2) The Collection Site Person observes donor conduct that clearly and unequivocally indicates an attempt to substitute or adulterate the specimen.

When it is necessary to collect a second specimen of urine, the donor may find it difficult to immediately give another specimen. In such cases, the donor is to remain at the designated Collection Site (in no event longer than eight hours or until the end of the shift, whichever is later) and be given fluid to drink.

- b. Circumstances When Direct Observation of Collection will be Optional: Under certain circumstances, collection of a second specimen of urine may be required. A collector of the same gender as the donor will observe this second collection of urine if a higher-level Supervisor of the Collection Site Person, MRO, or a designated Company management official have reviewed and concurred in advance with any decision by the Collection Site Person to obtain a specimen under direct observation. The circumstances are as follows:

- (1) The last urine specimen provided by the donor on a previous occasion was determined by the NIDA/SAMSHA certified Laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below 2 g/L, or
 - (2) The donor has tested positive in a prior drug test and the particular test being conducted is either a Return-to-Duty Test or an unannounced Follow-up Test (post rehabilitation).
5. Specimen Integrity and Identity: The Company, the Employee and the Collection Site shall take precautions to preserve the integrity and identity of the urine specimen by ensuring that it is not adulterated or diluted during the collection procedure and that the urine specimen tested is that of the Person from whom it was collected. Collection Site Personnel will be responsible for maintaining the integrity of the specimen collection and transfer process, but Employees are expected to cooperate with Collection Site Personnel and to exercise good faith in conjunction with the Employee Specimen Collection Procedure, in Appendix A.

To deter the dilution of specimens at the Collection Site, toilet bluing agents shall be placed in toilet tanks wherever possible, so the reservoir of water in the toilet bowl always remains blue. Where practicable, there shall be no other source of water (e.g., shower or sink) in the enclosure where urination occurs. If there is another source of water in the enclosure, it shall be effectively secured or monitored to ensure it is not used to dilute the specimen.

When an Employee arrives at the Collection Site, the Collection Site Personnel shall ensure that the Employee is positively identified as the Employee selected for testing through presentation of photo identification. If the individual's identity cannot be established, the Collection Site Personnel shall not proceed with the collection. If the Employee requests, the Collection Site Personnel shall show his or her identification to the Employee.

6. Collection Control: The Collection Site Person shall keep the individual's specimen bottle within sight both before and after the Employee has urinated. After the specimen is collected, it shall be properly sealed and labeled. The Urine Custody and Control Form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen.

The date and purpose shall be documented on an approved Chain-of-Custody Form each time a specimen is handled or transferred and every Employee in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.

7. Transportation to Laboratory: Collection Site Personnel shall arrange to ship the collected specimens to the Drug Testing Laboratory. The specimens shall be placed in a container designed to minimize the possibility of damage during shipment (e.g., specimen boxes and/or

padded mailers) and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, Collection Site Personnel will enter the date the specimen was sealed in the containers for shipment. The Collection Site Person shall ensure that the Chain-of-Custody documentation is attached to each container sealed for shipment to the Drug Testing Laboratory.

8. Failure to Cooperate: If the Employee refuses to cooperate during the collection process (e.g., refusal to provide a complete specimen, complete paperwork, initial specimen, etc.) the Collection Site Person shall document the non-cooperation on the Urine Custody and Control Form. Employees are expected to exercise good faith and cooperate during the collection process. Failure to do so will be treated the same as a positive drug test and the Employee will be removed from his or her safety-sensitive position and terminated from employment.

Any Employee required to provide a urine specimen will be expected to complete any necessary forms required by the Collection Site or Company, including those authorizing the disclosure of test results to the Company. Failure or refusal to do so will result in discharge as set forth in Section IX, Part E of this Plan titled "Refusal to Submit".

9. Employees Requiring Medical Attention: If the specimen is being collected from an Employee in need of medical attention (e.g., as part of a Post-Accident test given in an emergency facility) necessary medical attention will not be delayed in order to collect the specimen. For additional information on collection procedures for injured Employees, see Section V, Part B of this Plan titled "Post Accident".

VII. Testing Methodology

- A. Appropriate Laboratory: All urine specimens to be tested for the presence of prohibited drugs must be analyzed by the SAMSHA/NIDA Laboratory certified under the DHHS Mandatory Guidelines for Federal Work Place Drug Testing Programs. All drug tests required by the Company will therefore be shipped for analysis to the Laboratory.
- B. Initial Test: All urine specimens will be initially tested for the presence of prohibited drugs by an immunoassay test, which will eliminate negative urine specimens from further consideration. Any positive test results in an initial test will be subject to confirmation through an additional, more precise and accurate testing methodology.

The cutoff levels set forth below will be used for the initial testing of specimens to determine whether they are negative for the following drugs:

1. Marijuana metabolites	50 ng/ml
2. Cocaine metabolites	150 ng/ml
3. Opiate metabolites	2000 ng/ml
4. Phencyclidine	25 ng/ml

5. Amphetamines 500 ng/ml

- C. Confirmatory Tests: Any urine specimen identified as positive on the initial test will be confirmed by a second analytical procedures independent from the initial test and which uses a different chemical technique and procedure. The Company will use gas chromatography/mass spectrometry to confirm initial positive test results.

The cutoff levels set forth below will be used to establish the existence of a "confirmed positive" test result:

1. Marijuana metabolites	15 ng/ml
2. Cocaine metabolites	150 ng/ml
3. Opiates	
Codeine	2000 ng/ml
Morphine	2000 ng/ml
6- acetylmorphine	10 ng/ml
4. Phencyclidine	25 ng/ml
5. Amphetamines	
Methamphetamine	500ng/ml
Amphetamine	500 ng/ml
MDMA	500 ng/ml
MDA	500ng/ml
MDEA	500 ng/ml

Any initial positive result which is not confirmed as positive under the above cutoff levels will be deemed negative.

- D. Reporting Procedures: Before the Laboratory reports any test results, it will first review the results of the initial test or any relevant quality control data to certify that the test result is accurate. The Laboratory will then report the test results to the Company's MRO within five (5) working days after the receipt of the specimen and will also forward the original Urine Custody and Control forms to the MRO. Any specimen which was negative on an initial or confirmatory test will be reported as negative. The only specimens reported as positive will be those which have been confirmed as positive through gas chromatography/mass spectrometry. Test results may not be reported verbally to the MRO by telephone. Additionally, the Laboratory will not report any test results to the Company, but only to its MRO. The Laboratory and the Company will ensure that the data transmission is confidential and will secure and limit access to its data transmission storage and retrieval system.

The MRO may request from the Laboratory and the Laboratory will provide quantification of test results. The MRO will then report to the Company's Drug Program Administrator whether the test is positive or negative and may also report the identity of the drug(s) for which there was a positive result. The MRO will not, however, disclose the quantification of test results to Company unless disclosure of the same to

Company, Employee, or decision-maker is necessary in a lawsuit, grievance, or other proceeding initiated by or on behalf of the Employee arising from a verified positive drug test.

- E. Specimen Retention: Specimens that yield positive results on confirmation must be retained by the Laboratory in a properly secured, long-term frozen storage for at least 365 days as required by the DOT's Rules and Regulations. Within this 365 day period, the Employee or his representative, the DOT, Administrator, or Company (if subject to the jurisdiction of a state agency) may request that the Laboratory retain the specimen for an additional period. If within the 365 day period the Laboratory has not received a proper written request to retain the specimen for a further reasonable period specified in the request, the specimen may be discarded following the end of the 365 day period.

- F. Retest Procedures: If the MRO determines there is no legitimate medical explanation for a confirmed positive test result other than the unauthorized use of a prohibited drug, the original specimen must be retested if the Employee makes a written request for retesting within 60 days of receipt of the final test result from the MRO. The Employee may specify retesting by the original Laboratory or by a second Laboratory certified by the Department of Health and Human Services. The retest will be at the Employee's expense unless the retest is negative, at which time the Employee will be reimbursed for his or her costs.

If the Employee specified retesting by a second Laboratory, the original Laboratory must follow approved Chain-of-Custody procedures in transferring a portion of the specimen.

Since some substances may deteriorate during storage, detected levels of the drug below detection limits established in the DOT Procedures, but equal to or greater than the established sensitivity of the assay, must, as technically appropriate, be reported and considered corroborative of the original positive results.

VIII. Review of Drug Test Results

- A. Medical Review Officer Qualifications: All confirmed positive test results will be reported by the Laboratory to the Company's MRO prior to any decision regarding an Employee's qualification for continued employment due to the results of a drug test. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO will review and consider possible alternate medical explanations for the positive test result, as well as the Chain-of-Custody to ensure that it is complete and sufficient on its face.

B. MRO Duties: The MRO will perform the following functions for the Company:

1. Review the results of drug testing before they are reported to the Company.
2. Review and interpret each confirmed positive test result to determine if there is an alternative medical explanation for the confirmed positive test result by:
 - a. Conducting a medical interview with the Employee tested;
 - b. Reviewing the Employee's medical history and any relevant biomedical factors;
 - c. Reviewing all medical records made available by the Employee tested to determine if a confirmed positive test resulted from legally prescribed medication;
 - d. Requiring, if necessary, that the original specimen be reanalyzed to determine the accuracy of the reported test results; and
 - e. Verifying that the Laboratory report and assessment are correct.
3. Determine whether and when an Employee who refused to take or did not pass a drug test administered under DOT Procedures may be returned to duty.
4. Ensure that an Employee has been drug tested in accordance with the DOT Procedures before the Employee returns to duty.

C. Action on Positive Test Results: Prior to making a final decision to verify a positive test result for an Employee, the MRO will give the Employee an opportunity to discuss the test result. The MRO will therefore contact the Employee directly on a confidential basis to determine whether the Employee wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact and a medically licensed or certified staff person may gather information from the Employee. Except as provided below, the MRO will talk directly with the Employee before verifying a test as positive.

If after making and documenting all reasonable efforts to contact the Employee the MRO is unable to reach the Employee directly, the MRO will contact the Company's Drug Program Administrator, who will direct the Employee to contact the MRO as soon as possible. If it becomes necessary to reach the Employee through the Drug Program Administrator, the Administrator will utilize procedures to ensure, to the

maximum extent practicable, the requirement that the Employee contact by the MRO is held in confidence.

If after making all reasonable efforts the Company is unable to contact the Employee, the Company will place the Employee on temporary medically unqualified status or on medical leave of absence.

The MRO may verify a test as positive without having communicated directly with an Employee about the results in three circumstances:

1. If the Employee expressly declines the opportunity to discuss the test;
2. If the Drug Program Administrator has successfully made and documented a contact with the Employee and instructed him or her to contact the MRO, and more than five (5) days have passed since the Employee was successfully contacted; or
3. In other circumstances provided for in DOT Drug Testing Regulations.

If a test is verified as positive because of an Employee's failure to contact the MRO (number 2 above) the Employee will have the opportunity to provide the MRO with evidence documenting the serious illness, injury, or other circumstances that unavoidably prevented him or her from timely contacting the MRO. The MRO, on the basis of such information, may reopen the verification and allow the Employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO will declare the test to be negative.

D. MRO Determination: If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of prohibited drugs, the MRO will conclude and report the test to be negative.

If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of prohibited drugs, the MRO shall confirm and report the test as positive and refer the Employee tested to the Company for further proceedings in accordance with the plan.

If the MRO determines, based upon his or her review of the Laboratory's Inspection Reports, quality assurance and quality control data, and other drug test results, that a particular drug test result is scientifically insufficient for further action, the MRO will conclude that the test is negative.

E. Disclosure of Information: The MRO will not disclose to any third party medical information provided by the Employee to the MRO as part of the drug testing verification process, except as provided below:

1. The MRO may disclose such information to the Company, a government agency, or a physician responsible for determining the medical qualification of the Employee under an applicable DOT regulation as applicable only if:
 - a. An applicable DOT regulation permits or requires such disclosure.
 - b. In the MRO's reasonable medical judgment, the information could result in the Employee being determined to be medically unqualified under a DOT rule, or
 - c. In the MRO's reasonable medical judgment, in a situation which there is no DOT rule establishing physical qualification standards applicable to the Employee, the information indicates that continued performance by the Employee in his or her safety-sensitive position could pose a significant safety risk.
2. Before obtaining medical information from the Employee as part of the verification process, the MRO will advise the Employee that the information may be disclosed to third parties as provided above and of the identity of any parties to whom the information may be disclosed.

IX. Discipline

The following discipline will be taken in the event of a positive test result under any of the following circumstances:

There will be a zero-tolerance policy for drugs. Should an employee test positive for drugs the employee will lose his/her job immediately on a permanent basis.

- A. Pre-Employment: Any applicant who tests positive as a result of a Pre-Employment Drug Test or refuses to submit to a Pre-Employment Drug Test will be disqualified from further consideration from employment and the applicant will eliminate any further chance of subsequent re-application.

Wherever this policy mentions "any" or "current" employee, it specifically excludes probationary employees who are subject to the Collective Bargaining Agreement, Article 3, Section 3, except probationary employees will be subject to a Pre-Employment Drug Test prior to their assuming regular status.

- B. Reasonable Cause: Any Employee who tests positive as a result of a Reasonable Cause Drug Test will be terminated. Any Employee who

tests positive or refuses to submit to any drug test required under this Plan will be terminated.

- C. Post-Accident: Any Employee who tests positive as a result of a drug test taken after an accident, or refuses to submit to any drug test under this Plan will be terminated.
- D. Random: Any Employee who tests positive as a result of a Random Drug Test, or refuses to submit to any drug test required under this Plan will be terminate.
- E. Refusal to Submit: Any Employee who refuses to take a required drug test, refuses to provide a specimen at the Collection Site, refuses to cooperate during the collection process, refuses to complete any relevant documentation such as the Urine Custody and Control Form or any other paperwork, fails to properly cooperate with Collection Site Personnel, engages in any conduct which creates reason to believe a urine specimen has been altered or substituted, fails to report to the Collection Site without a legitimate reason, and fails to provide an adequate specimen without a medical basis, or who tests positive to any drug test required under this Plan not excluding any other definition of refusal as defined in 49 CFR Parts 40 and 382.107 will be terminated.

X. Employee Education, Training, and Assistance Program

- A. Employee Education: The Company will provide an education program for its Employees, which will include the following:
 1. Display and distribution of informational material on substance abuse.
 2. Display and distribution of a community service hotline telephone number for Employee assistance; and
 3. Display and distribution of Company's Anti-Drug Plan regarding the use of prohibited drugs.
- B. Supervisor Training: Any Supervisory Personnel responsible for determining whether an Employee must be drug tested based on Reasonable Cause will be required to complete at least one 60 minute session of training on the specific physical, behavioral, speech, and performance indicators of probable drug use. Recurrent training is not required (as defined in 382.603).

Supervisors to receive training under this Plan are:

Supervisors
Foremen
Drug Program Administrator

- C. Employee Assistance Program: In addition to the Employee Education and Supervisor Training programs described above, the Company also will have available an Employee Assistance Program to which Employees may refer for additional consultation and referral.

XI. Confidentiality

Information regarding an Employee's drug test results will only be released upon the written consent of the Employee, except that such information must be released to the DOT Administrator or the representative of a State agency upon request as part of an accident investigation.

Statistical data related to drug testing that is not name-specific and training records must be made available to the DOT Administration or the representative of a state agency upon request.

The Company's contract with its Laboratory requires it to maintain all Employee test records in confidence. However, the Laboratory will disclose information related to a positive drug test of an Employee to the Employee, Company, or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the Employee and arising from a certified positive drug test.

Any Employee who is the subject of a drug test conducted under this Plan shall, upon written request, have access to any records relating to his or her drug test and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings.

To maintain confidentiality, written requests regarding the Employee's drug use will be stored in locked containers. The Employee's drug testing records will not be made a part of the Employee's personnel file.

XII. Blind Performance Test Procedures

In order to further ensure the accuracy of test results and test procedures, the Company will utilize blind testing quality control procedures. Under these procedures, the Company or their agent will submit Employee specimens it submits, up to a maximum of 50 blind performance test specimens to be submitted per quarter.

The Company or their agent may submit blind performance test specimens as follows: (1) Approximately 90 percent of the blind samples submitted by the Company or its agents will be blank and the remaining samples will be positive for one or more drugs per sample in a distribution such that all the drugs to be tested are included in approximately equal frequencies of challenge. The positive samples will be spiked only with those drugs for which the Company is testing; or (2) the Company may also submit only blank samples; (3) the Company may submit two separately labeled portions of a specimen from the same Non-Covered Employee.

In the event of a false positive error on a blind test which is determined to be due to an administrative error (e.g., clerical, samples, mix-up, etc.) the Company will promptly notify the Research and Special Program Administration ("RSPA"). The RSPA and the Company will then require the Laboratory to take corrective action to minimize the occurrence of the particular error in the future, and if there is reason to believe the error could have been systemic, the RSPA may also require review and re-analysis of previously run specimens.

In the event of a false positive error on a blind test which is determined to be due to a technical or methodological error, the Company will instruct the Laboratory to submit all quality control data from the batch of specimens which included the false positive specimen to the RSPA. In addition, the Laboratory will be required to re-test all specimens analyzed positive for that drug or metabolite from the time of final resolution of the error back to the time of the last satisfactory performance test cycle. This retesting must be documented by a statement signed by the individual responsible for the day-to-day management of the Laboratory's urine drug testing.

XIII. Record Keeping

The Company shall keep the following records for the periods specified and permit access to the records as provided in Section XI:

- A. Records which demonstrate that the collection process conforms to 49 CFR, Parts 40 and 382.401 will be kept for at least two (2) years.
- B. Records of the Employee drug test results that show that Employee failed a drug test, and the type of test failed (e.g., Post-Accident), and records that demonstrate rehabilitation, if any, will be kept for at least five (5) years, and will include the following information:
 1. The functions performed by the Employees who failed the drug test;
 2. The prohibited drugs which were used by Employees who failed the drug test;
 3. The disposition of Employee who failed the drug test (e.g., termination, leave without pay);
 4. The age of each Employee who failed the drug test.
- C. Records of Employee drug test results that show Employees passed a drug test and cancelled control substance (as defined in 49 CFR part 40) will be kept for at least one (1) year.
- D. A record of the number of Employees tested by the type of test (e.g., Post-Accident) will be kept for at least five (5) years.

- E. Records confirming that Supervisors and Employees have been trained as required under this Plan will be kept indefinitely and two (2) years after ceasing to perform those functions.

XIV. Drug Program Administrator

The Drug Program Administrator for the Company will be available to provide information and answer questions regarding the Plan. The Drug Program Administrator is responsible for monitoring compliance with the provisions of the Plan. The Company's Drug Program Administrator is:

Manager of Safety and Risk
Republic Services of Southern Nevada
770 E. Sahara Ave.
Las Vegas, NV 89104

Republic Services of Southern Nevada Negotiated Alcohol Policy

I. Policy Statement

Republic Services of Southern Nevada (hereinafter referred to as the Company) and the Teamsters Union Local 631 (hereinafter referred to as the Union) recognize that the potential effects of alcohol misuse are substantial in terms of lives lost, injuries, and environmental and property damage. Alcohol has been involved in 45 percent of total highway fatalities according to the National Highway Traffic Safety Administration (1992). Therefore, the Federal Department of Transportation (hereinafter referred to as the DOT) has put in effect a limitation on alcohol use by transportation workers, and those Employees performing safety sensitive functions. It is the intent of the Company and the Union to adopt the guidelines of the federal government in regards to alcohol misuse as our own policy. The Company and the Union believe that education is a must, and all covered workers must be aware of alcohol testing and the policies of the Agreement. Employees will be given written notice of the Company policy and alcohol testing procedures in writing.

There will be a zero-tolerance policy for alcohol. Should an employee test positive for alcohol, the employee will lose his/her job immediately on a permanent basis.

II. Prohibited Conduct

The DOT has specified rules which prohibit covered Employees from performing safety-sensitive functions. The restrictions against an Employee working are: (1) When test results indicate an alcohol concentration of 0.02 or greater; (2) When an Employee has been found to be using alcohol on the job; (3) During the eight (8) hours following an accident when their involvement has been found to be a contributing factor in the accident or until they are tested; and (4) If they refuse to submit to required alcohol tests.

In addition, DOT Regulations Part 382.207 prohibits Employees from performing in safety-sensitive functions within four (4) hours after using alcohol and no Employer having actual knowledge that a driver has used alcohol within four (4) hours shall permit a driver to perform or continue to perform a safety sensitive-function.

III. Procedures to Follow

The Company has to remove from safety-sensitive functions any covered Employee who violates any of the above listed prohibitions until he or she has met the conditions for returning to a safety-sensitive function. If an Employee is found to have an alcohol concentration of 0.020 or greater or if the Employee is under the influence of or impaired by alcohol, as indicated by behavior, speech and performance indicators of alcohol misuse, and a reasonable suspicion alcohol test result cannot be obtained, the Employee will have to be removed from safety-sensitive functions or duties for eight (8) hours or until a test result below 0.020 is obtained. The rules specified by the DOT require the Company to conduct pre-employment, reasonable cause, post accident, random, return to duty, and follow-up alcohol testing. The Company must conduct random alcohol tests at an initial rate of 10 percent (10%) of covered workers per year.

IV. Method of Testing

Alcohol testing shall be conducted using an Evidentiary Breath Testing device (hereinafter referred to as an EBT) that has been approved by the National Highway Traffic Safety Administration and is listed on their Conforming Products list.

Two breath tests are required to determine if a person has prohibited alcohol concentration. A screening test is conducted first. Any result with alcohol concentration less than 0.020 is considered a "negative" test and no further testing is required.

Alcohol concentration of 0.020 or greater requires that a second test (confirmation test) must be conducted fifteen (15) minutes after the initial test. The confirmation test must be conducted using an EBT that prints out the test results, date and time the procedure was performed. The EBT also prints a sequential test number along with the name and serial number of the EBT. This information is provided to ensure the integrity and reliability of the results under which the National Highway Traffic Safety Administration has approved a quality assurance program submitted by the EBT device manufacturer.

The Breath Analysis Technician (hereinafter referred to as the BAT) conducts and reports the test results to the Company. A BAT is defined as a person trained in using the breath analysis device and holds a valid certificate.

V. Scope of Testing

Alcohol testing will occur for all covered workers as follows:

Pre-employment
Random
Reasonable Suspicion
Post-Accident
Return to Duty
Follow-Up

Pre-Employment: All covered workers applying for a safety-sensitive position will be tested for alcohol before being hired and placed in that position.

Random Alcohol Testing: Pursuant to DOT regulations, the annual percentage rate for Random Alcohol Testing shall be ten (10%) percent of the average number of covered workers.

Every covered worker will have an equal chance of being tested at each occurrence. Alcohol testing will be contemporaneous with the covered job, during, just preceding or just after the period to the work day that the covered Employee is performing a safety-sensitive function.

Reasonable Suspicion Testing: A covered Employee must submit to an alcohol test if the Employer has reasonable suspicion reasonable suspicion that the Employee has violated the alcohol misuse prohibitions of subpart B, part 382.201. These observations must be made just preceding, during or just after the period of the workday that the covered Employee performed a safety-sensitive function.

Reasonable Suspicion as defined herein for purposes of alcohol testing may also be a major offense for which the Employee may be immediately discharged:

1. Drivers or pitchers who are giving directions to the driver, where the Employee's vehicle is involved in an accident; or when the driver is cited for speeding and tested by law enforcement officials; unsafe, reckless, or Driving Under the Influence (D.U.I.).
2. Any Employee involved in an accident while handling or working on the Company's non-vehicular equipment resulting in property damage or personal injury which requires treatment at a medical facility.
3. Physical indicators (not caused by a condition known to the Company) such as staggering, unsteady on feet whether standing or walking; odor of alcohol; slurred or abnormal speech, glazed, dilated, or unfocused eyes.

Post Accident: An accident is defined as an event that is significant to the Company as defined by the Collective Bargaining Agreement currently in force. The DOT has also defined as an accident an event whereby there is (1) A fatality or (2) a citation issued and injury requiring medical treatment away from the scene of the accident, or a citation issued and a vehicle needing to be towed from the scene.

Supervisor Training: Any Supervisory Personnel responsible for determining whether an Employee must be alcohol tested based on reasonable suspicion will be required to complete at least one 60 minute session of training on the specific physical, behavioral, speech, and performance indicators of probable alcohol misuse. Recurrent training is not required (as defined in 382.603).

Supervisors to receive training under this Plan are:

Supervisors
Foremen
Drug Program Administrator

Employees who come forward with a voluntary admission of alcohol misused or controlled substance use before notification of a testing requirement or incident that would warrant a

drug/alcohol test, will be provided the opportunity to seek evaluation, education and treatment without adverse action by the Company.

The employee will be not be returned to work until successfully completion of an educational or treatment program as determined by a drug and alcohol expert (i.e. Employee Assistance Professional).

After written notification of successful completion, the Employee shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.020 and/or a controlled substance test with a verified negative test result.

During the first twelve (12) months upon return to work the employee will be subject to randomly scheduled follow-up tests.

Consequences of Engaging in Alcohol-Related Conduct:

An Employee who reports for work and swipes in and is tested for Reasonable Suspicion or Post Accident and has an alcohol level from 0.020 to 0.029 will be sent home for the day.

An Employee who reports for work and swipes in and is tested for Post Accident or Reasonable Suspicion and has an alcohol level from 0.030 and above will be suspended for a minimum of 30 days and will be eligible for a one-time only rehabilitation program as defined in the current negotiated Drug Policy.

An Employee who is found on the route or completing his or her assigned duties and is tested for Post-Accident or Reasonable Suspicion and has an alcohol level from 0.020 to 0.029 will be sent home for the day.

An Employee with the alcohol level of 0.030 to 0.039 will be suspended for a minimum of thirty (30) days without pay and will be eligible for a one-time rehabilitation program as defined in the current negotiated Drug Policy.

An Employee with the alcohol level of 0.040 and above will be terminated from his or her position of employment.

Refusal to Submit to an Alcohol Test: Refusal to submit to a Random, Post-Accident, Probable Cause or Follow-up alcohol test is treated as if the test result was .040 or above. An employee with a positive alcohol test of .040 and above as previously defined will be terminated from his or her position of employment.

Access to Records by an Employee: Upon written request, Employee is entitled to copies of his or her Employee records concerning the use of alcohol including test results. Employers may release information regarding an Employee's records only with the specific written consent of the Employee authorizing the release to an identified individual or Company.

Record Retention: The Company will retain its records and maintain them in a secure location with restricted access. Records will be released only with the express written consent of the Employee or as required under DOT rules. The Company will submit annual reports as necessary of its alcohol program if requested by the DOT.

Records Kept for Five (5) Years:
Alcohol test results of 0.020 or greater
Documentation of refusals
EBT Calibration documentation
Employee evaluations and referrals

Records Kept for Two (2) Years:
Records related to the collection process

Records Kept for Indefinite and two (2) years after ceasing to perform those functions
Education and Training Records

Records Kept for One (1) Year:
Test results below 0.030

Republic Services of Southern Nevada Company Policy Regarding Sexual Harassment

Sexual Harassment is a form of sex discrimination that violates both Nevada and Federal Law. These laws are violated when there are unwelcome sexual advances, suggestions, requests or demands for sexual favors, verbal or physical conduct of a sexual nature, or when such conduct interferes with an individual's ability to do the job or creates an intimidating, hostile or offensive work environment.

Republic Services of Southern Nevada will not tolerate harassment, including sexual harassment in any form. Employees must treat one another with respect. Complaints of inappropriate behavior will be promptly investigated. When sexual harassment has been found to have taken place, appropriate action will be taken, and depending on the circumstances, may result in discipline, including discharge.

All Republic Services of Southern Nevada employees are required to comply with this Policy and acknowledge in writing that they have read and understand its contents. The last page of the policy contains A Declaration of Receipt and Understanding, that once signed, will become a part of the personnel file. This Declaration will serve as evidence that employees have read this policy and now understand that Sexual Harassment is prohibited in the work place and that Republic Services of Southern Nevada is committed to enforcing that premise.

All employees are encouraged to report activity or conduct believed in good faith to be in violation of this Policy to his/her supervisor, any other supervisor of equal or higher standing, a manager, or directly to the Human Resource Manager. Such reports and the identity of the person making the complaint will be treated in a confidential manner, unless in the course of conducting an investigation, such disclosure becomes necessary and the person making the complaint agrees in writing to waive confidentiality.

Republic Service of Southern Nevada believes that the best tool to eliminate sexual harassment in the work place is prevention by education, and the clear statement to our employees that harassment of any kind will not be tolerated. By providing a better understanding of behavior that may be harassment, we expect that all employees will respect each other in a manner consistent with this Policy. Employees have the right to do their job free from harassment.

Understanding Sexual Harassment:

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- ◆ The victim as well as the harasser may be a woman or a man.
- ◆ The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- ◆ The victim may not be the person directly harassed but can be anyone affected by the offensive conduct.
- ◆ Unlawful sexual harassment may occur without loss of wages, benefits, etc., and the victim continues as an employee.

- ◆ When conduct is unwelcome, the victim should clearly inform the harasser of that fact.

The law defines two types of sexual harassment.

1. Quid Pro Quo harassment occurs when submission to a suggestion, request or demand for sex or a personal relationship is used as the basis for employment decisions affecting the victim.
2. Hostile Work Environment exists when unwelcome sexual conduct unreasonably interferes with an individual's job performance, or creates an intimidating, hostile, or offensive working environment. A hostile work environment may exist even if it does not cause a serious emotional distress, but hinders employees' job performance, discourages employees from staying on the job, or keeps them from advancement in the Company. If unwelcome sexually oriented conduct substantially affects the work environment of a reasonable person, that employee's legal rights have been violated. Some examples are jokes, calendars, posters, etc., that may be offensive. This applies to racial, ethnic, and religious harassment, as well as harassment directed at persons who are handicapped, disabled or ill.

Eliminating Sexual Harassment:

While it is important to understand what the law defines as sexual harassment, it is equally important that all employees accept that it is the Policy of Republic Services of Southern Nevada to prevent sexual harassment:

- ◆ An Employee does not have to participate in any activity of a sexual nature under any circumstances, or put up with suggestions, requests or demands in that regard. However, it is important that the employee clearly inform the harasser that his/her behavior is unwelcome.
- ◆ **No means NO!** An employee has the right to make it known that sexual behavior in the work place, or related to the job is unwelcome, and to have that preference respected and honored, whether or not that employee has engaged in sexual activity or conduct previously. What might have been acceptable before may no longer be acceptable as a matter of personal choice.
- ◆ An employee is encouraged to notify either their supervisor, another supervisor of equal or higher standing within the Company, or the Human Resource Manager, of unwelcome behavior or circumstances which create a hostile working environment. The Company recognizes that unwanted sexual conduct may be private with no third party eye witnesses, but an employee subjected to such conduct should give the Company the opportunity to deal with the situation in an appropriate manner as quickly as possible.
- ◆ Retaliation of any fashion for making a complaint is unlawful, and will not be tolerated.
- ◆ Republic Services of Southern Nevada is committed to thoroughly investigate all complaints. If evidence of harassment is found, appropriate action will be taken.

NOTICE TO ALL MEMBERS

IF YOU BECOME UNEMPLOYED IN THE JURISDICTION OF THE LOCAL UNION, YOU WILL BE ISSUED A WITHDRAWAL CARD UPON REQUEST PROVIDING ALL DUES AND OTHER FINANCIAL OBLIGATIONS ARE PAID TO THE LOCAL UNION, INCLUDING THE DUES FOR THE MONTH IN WHICH THE WITHDRAWAL CARD IS EFFECTIVE.

IF YOU ARE ON DUES CHECK-OFF WITH YOUR COMPANY AND LEAVE FOR ANY REASON AND DUES ARE NOT DEDUCTED, IT IS YOUR RESPONSIBILITY TO KEEP YOUR DUES CURRENT OR REQUEST A WITHDRAWAL CARD FROM THE LOCAL UNION OFFICE.

FRATELNALLY,

TOMMY BLITSCH, SECRETARY-TREASURER

	Cheyenne Yard	Henderson Yard	Apex Yard	770 E. Sahara
Cheyenne Yard	*****	14.6 miles	56.9 miles	6.3 miles
Henderson Yard		*****	72.2 miles	10.6 miles
Apex Yard			*****	63 miles
770 E Sahara				*****

EXHIBIT NO. P2 RECEIVED ☒ REJECTED ☐
CASE NO. 28-PC-192859 CASE NAME: Republic
NO. OF PAGES: 2 DATE: 2/21/17 REPORTER: TN



TO: Corporate Leaders
Area Presidents
Area Directors of Operations
Area Directors of Operations Support
General Managers
Area Human Resources Directors
Area Human Resources Managers
Division Human Resources Managers
Corporate Human Resources

CC: SVP, Human Resources
Vice President, Human Resources
Vice President, Total Rewards & HR Systems

FROM: Rob Schmitt, Director of Compensation

DATE: January 20, 2017

RE: 2017 Annual Salary Review Process

The merit process will start on Monday, January 23, 2017. Compensation Planners (ADOS, ADO, GM, VP, AP, SVP, EVP) will receive an e-mail notifying them their 2017 Compensation Planning form is available on RLTP along with instructions on how to access the form.

Detailed instructions on how to use the Compensation Planning system can be found in the "2017 Compensation Planner Guide" located under "Help & Tutorials" in the Compensation Planning system located on the RLTP.

Increase recommendations must be approved and submitted to Compensation by end of day Friday, February 10, 2017.

Merit Process Timeline		
January 23 - February 10	Enter Merit Increases	Compensation Planners (ADOS, ADO, GM, AP, VP, SVP, EVP)
February 10	Merit Increases Must be Submitted to Compensation	Compensation Planners (ADOS, ADO, GM, AP, VP, SVP, EVP)
February 13 - 17	Gather Merit Increase Approvals	Compensation
February 19	Merit Increases Effective	Payroll
February 20 - March 3	Communicates Merit Increases	Manager
March 3	Merit Increases Reflected in Paychecks for Weekly Paid Employees	Payroll
March 10	Merit Increases Reflected in Paycheck for Bi-weekly Paid Employees	Payroll

EXHIBIT NO. P3 RECEIVED ✓ REJECTED

CASE NO. 28-RC-192859 CASE NAME: Republic

NO. OF PAGES: 5 DATE: 4/22/17 REPORTER: TD

As we begin the 2017 merit process, we want to emphasize the Company's pay-for-performance philosophy. We completed our market review and internal calibration to maintain a market competitive salary structure that supports our organization hierarchy. The merit process is one way to connect the talent calibration process with compensation demonstrating a commitment to retaining and rewarding our top performers.

SALARY STRUCTURE:

Our 2017 salary structures are designed to ensure market competitiveness. Our ranges provide parameters for us to wisely spend our salary increase budget in alignment with our pay-for-performance philosophy. It is our guideline to pay employees within their competitive salary range. During the merit process you should address incumbents paid below the salary range minimum (provided the individual is performing at a "Meets Expectations" rating or above).

The merit process is completed in the 2017 Compensation Planning system located on the RLTP. Within the Compensation Planning system is a column titled "Current Pay as % of Midpoint". This illustrates the relationship between the employee's pay and the midpoint of their salary range. If an employee's salary is 80% of the midpoint, they are paid at the minimum of their range; if their salary is 100% of the midpoint, they are paid at the midpoint; and if their salary is 120% of midpoint, they are paid at the maximum of their salary range.

No one newly hired or promoted should be paid below the minimum of their salary range. This will be monitored throughout the year and adjustments will be required if identified. We appreciate everyone's efforts over the last year and half to get all our Operations Supervisors, Fleet Maintenance Supervisors and Sales Representatives to the minimum of their ranges.

MERIT INCREASES:

For 2017, all non-union non-exempt and exempt employees will be eligible for a merit increase. Our salary increase budget for 2017 is 2.0% of total eligible salaries.

If an employee is new to a position (promotion or new hire), the system will pro-rate their merit increase based on the employee's date of hire. You must use your merit increase budget to reward your strong performers. While the overall salary increase budget is 2.0% of eligible salaries, you have a responsibility to ensure employees who exceed performance expectations receive a merit increase that differentiates their performance from their colleagues who are not performing at the same level. **Any individual with a performance rating of "Needs Improvement" or "Fails to Meet Expectations" should not be given a merit increase or market adjustment regardless of their salary's position in the salary range.**

Please note: The Compensation Planning system is set up to default to a merit increase based on the employee's performance rating. You will have the ability to adjust the increase amount. You will need to manage the increase percentages on an individual by individual basis until you are within your salary increase budget of 2.0%. Additionally, in the event an employee's salary is above the maximum of their salary range, the expectation is their merit increase will be paid in a lump sum.

MARKET ADJUSTMENTS:

One or more factors may have caused an employee's base salary to be below market competitive rates, making the employee a significant retention risk. In these cases, you may recommend, and management may consider, a market adjustment to bring the employee's salary closer to market. Keep in mind, the salary range midpoint is representative of the market for the given position. Employees who are being compensated at or above the midpoint are considered fully performing all aspects of their roles at high levels of performance. **In addition to the merit increases awarded, proposed market adjustments will count towards the 2.0% salary increase pool.**

TOTAL CASH COMPENSATION (TCC):

While the Compensation Planning system shows TCC columns for all employees, it is only applicable and editable for sales positions outlined in the below appendix.

The merit process is not the only time you can make adjustments to move your sales employees towards the appropriate TCC pay mix. Changes may be made any time during the year.

If you make TCC changes in the Compensation Planning system, they will feed over to Payroll. However, any TCC changes made outside the merit process will require a Personal Action Form (PAF) and entry into Lawson.

NON-UNION INCENTIVE PAID DRIVERS AND DAY RATES:

Although these individuals may not be included in the Compensation Planning system, adjustments should be made to calculators and day rates in line with the 2.0% salary increase budget.

2017 COMPENSATION PLANNING GUIDE:

Detailed instructions on how to use the Compensation Planning system can be found in the "2017 Compensation Planner Guide" located under "Help & Tutorials" in the Compensation Planning system located on the RLTP.

On Monday, January 23, 2017, Compensation Planners (ADOS, ADO, GM, VP, AP, SVP, EVP) will receive an e-mail notifying them their 2017 Compensation Planning form is available on RLTP along with instruction on how to access the form.

If you have any questions, please contact me, Jon Black or Marisa Folz, Compensation Analyst.

Appendix

2017 Merit Matrix at 2.0%

Rating Name	Rating	Min	Low	Default	High	Max
Significantly Exceeds Expectations	5	0.00%	2.25%	2.50%	3.25%	3.50%
Consistently Exceeds Expectations	4	0.00%	1.75%	2.00%	2.25%	2.50%
Meets Expectations	3	0.00%	1.25%	1.50%	1.75%	2.00%
Needs Improvement	2	0.00%	0.00%	0.00%	0.00%	0.00%
Fails to Meet Expectations	1	0.00%	0.00%	0.00%	0.00%	0.00%

Sales Positions and Corresponding Pay Mix

Job Title	Grade	Job Code	Target Pay Mix	
			Base %	Com %
Acct Manager - Com/Ind ¹	12	DS8I	80%	20%
Construction Representative	11	DSBS	70%	30%
Recycling Representative Sales	11	DSJD	70%	30%
ISR - Com/Ind Sales & Retain	6	DS8M	70%	30%
ISR - Com/Ind Retention	6	DS8L	70%	30%
ISR - Residential	6	DS8N	70%	30%
Territory Rep - Com/Ind	11	DS8H	65%	35%
MAE - Com/Ind Sales & Retention	13	DS8G	65%	35%
Sales Representative - Com/Ind	11	DS8J	60%	40%
Sales Representative - Resi	11	DS8K	60%	40%
Sales Rep - Resi/Com PT	11	DS8Q	60%	40%

¹ We transitioned to the 80/20 mix in 2016 (via new hires and promotions). Any Account Manager who still has a 70/30 mix should be transitioned to the 80/20 mix during 2017.

Agreement
Between
Teamsters Union Local 631



and
TRANSDEV
Dispatchers / Road Supervisors/ CSRS
Administration Clerical

November 23, 2015 – December 31, 2018

ARTICLE 32- ATTENDANCE POLICY	Error! Bookmark not defined.
ARTICLE 33 - TERMS of the AGREEMENT	34
APPENDIX A WAGES.....	32
TRIP EDIT/CASH COUNTER/CLERKS WAGE PROGRESSION.....	32
DISPATCHER & ROAD SUPERVISOR WAGE PROGRESSION.....	32
CUSTOMER SERVICE REPRESENTATIVES.....	32

EXHIBIT NO. P4 RECEIVED ☒ REJECTED ☐
 CASE NO. 28-K-192859 CASE NAME: Republic
 NO. OF PAGES: 17 DATE: 2/23/17 REPORTER: TR

ARTICLE 3 – MANAGEMENT RIGHTS

SECTION 1 The Company has the right to manage and direct the working forces, including all responsibilities, powers and authorities shown below (by way of example and not by way of limitation):

- 1) The right to select and hire,
- 2) The right to promote, discipline, or terminate,
- 3) The right to direct and determine the size of the working force,
- 4) The right to schedule work,
- 5) The right to abandon any part of the operation,
- 6) The right to schedule hours and shifts,
- 7) The right to grant increases, promote, demote, layoff and recall,
- 8) The right to arrange for work to be done by others or by other divisions of the Company if all bargaining unit personnel are exhausted and in emergency situations.
- 10) The right to establish reasonable rules of facility,
- 11) The right to determine the qualifications, efficiency and ability of the employees.

SECTION 2 The Union agrees to instruct all its members covered by this Agreement to perform any and all work assigned to them in accordance with instructions from Company supervision regardless of the nature of the work or of the instructions, provided the work is within the recognized jurisdiction of the Union and can be safely accomplished. The Union will instruct its members they have no right to refuse to perform in accordance with any instructions from Company supervision and that in the event they question such instruction; their sole recourse is through the grievance and arbitration process set forth in Article 19.

SECTION 3 The relevant portions of the revenue contract between the Company and its customer shall be incorporated by reference into this Agreement. Nothing in this Section shall be construed as subjecting any of the terms of the Company's revenue contract to the Grievance and Arbitration provisions of this Agreement.

SECTION 4 None of the rights, duties, and prerogatives of the Company referred to in this Article shall be exercised in a manner which is in conflict with the specific provisions of this Agreement. It is understood, however, the Union shall retain the right to grieve any dispute arising under this Article.

ARTICLE 4- GENERAL SAVINGS CLAUSE

If any Article or Section of this Agreement should be held to be invalid by operation of law, or by tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in a satisfactory Agreement, the parties agree to be bound by the decision of a competent jurisdiction, or a tribunal mutually agreed to by the parties.

ARTICLE 7- NO STRIKE OR LOCKOUT

SECTION 1 During the term of this Agreement, neither the Union nor its agents or representatives, nor any employee, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit down, slowdown, or any refusal to enter the Company's premises, or any other interference with any of the Company's service or operations or services of any customer of the Company.

SECTION 2 The Company agreed there will be no lockout of the Union or of its Employees represented by the Union during the term of this Agreement.

SECTION 3 Any Employee who participates in any activity prohibited by Section 1 of this Article shall be subject to discharge or to such lesser discipline as the Company, at its discretion, shall determine: provided, however, that such employee shall have recourse to the grievance and arbitration procedure of this Agreement as to the sole question of whether he, in fact, participated in such prohibited activity.

SECTION 4 It shall not be a violation of this Agreement or cause for discharge or permanent replacement for any employee to refuse to cross a primary picket line in the performance of his duties which has been sanctioned by the Union (Joint Council 42). However, if refusal to cross such a picket line risks the Company being in violation of the revenue contract with the customer, the employee must cross the line for the first 24 hours. The Company and Union agree to meet within this time period to work out a means of performing the work without risks to the revenue contract.

ARTICLE 8 – BULLETIN BOARDS/LOCK BOXES

SECTION 1 The Company agrees to furnish a locking bulletin board and lock box for the Union at all reporting points. Items displayed on this bulletin board will be of an official nature, will be in reference to official Union business and notices only for an approved by the Union.

SECTION 2 Any Employee found defacing, destroying, removing, or placing disparaging remarks on any bulletin board, or on any authorized bulletin, or document posted on either the Union or the Company bulletin boards will be subject to counseling or disciplinary action.

ARTICLE 9 - PROBATION PERIOD

Section 1 – New Employees shall be on probation from the first date of paid employment until the completion of ninety (90) calendar days. During this probationary period, such Employee shall be considered as being on trial subject to dismissal at any time at the sole discretion of the Company. Discipline and discharge during the probationary period shall not be subject to the Grievance and Arbitration Procedure. The Company has the right to extend the probationary period for up to an additional 30 calendar days. The Company will notify the Union of any such extension prior to expiration of the initial probationary period.

SECTION 2- Full-time and Part-Time Employees

The classifications of employees are:

- a. A regular full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a workweek. In the event an employee does not average thirty-five (35) hours of work per week over one-hundred eighty (180) working day period, he or she shall revert to part-time status.

ARTICLE 10 – HOLIDAYS

As of the effective date of this Agreement, all full-time Employees who have completed their probationary period of employment will be eligible for the following paid holidays:

DISPATCHERS/ROAD SUPERVISORS/CSRs

New Year's Day	Memorial Day
4 th of July	Labor Day
Thanksgiving	Day After Thanksgiving
Christmas Day	Veteran's Day
Presidents' Day	Martin Luther King Jr. Day

ADMINISTRATIVE/CLERICAL

New Year's Day	Memorial Day
4 th of July	Labor Day
Thanksgiving	Day After Thanksgiving
Christmas Day	Veterans' Day
Christmas Eve	Martin Luther King Jr. Day

SECTION 2 To be eligible for holiday pay, Employees must work the shift on their last scheduled work day prior to the holiday, if scheduled to work and the first scheduled work day immediately following the holiday, unless excused by a supervisor.

SECTION 3 A full-time employee who qualifies for holiday pay will be paid at eight (8) or ten (10) hours depending if a five-day or four-day schedule at his regular hourly rate if forced off of work on the employee's scheduled workday, or eight (8) hours of pay if the holiday falls on the employee's scheduled day off. If a full-time employee is required to work on a holiday, he will receive his regular rate of pay for all hours worked plus the eight (8) or ten (10) hours of holiday pay. It is understood and agreed that the Company reserves the right to require employees to work on a designated holiday.

A part-time employee who qualifies for holiday pay will be kept whole if forced off of work on the employee's scheduled workday. If a part-time employee is required to work on a holiday, he or she will receive his or her regular pay for all hours worked plus holiday pay equivalent to his regular hours worked for that holiday. It is understood and agreed that the Company reserves the right to require employees to work on a designated holiday.

SECTION 4 Employees out on unpaid leave will not be eligible for holiday pay.

ARTICLE 12 – PERSONAL TIME OFF

SECTION 1 Full-time employees will be eligible to earn paid Personal Time-Off (PTO) each year based on the following schedule:

YEARS OF EMPLOYMENT	PERSONAL TIME OFF
After one year	24 hours
After two years	40 hours

In approving an absence from scheduled work under this Article, the Company will take into consideration verified emergencies.

SECTION 1(A) Road Sup/Disp/CSRS:

Full-time employees hired before January 1, 2012, will be credited with 40 hours of Personal Time Off on each January 1, starting January 1, 2012. Full-time employees hired after January 1, 2012 will be credited their allotted personal time off on their anniversary date of each year.

Full-time employees hired before January 1, 2012, unused PTO will be cashed out on each December 31st of each year. Full-time employees hired after January 1, 2012 will be paid unused personal time off on their anniversary date of each year. In approving an absence from scheduled work under this Article, the Company will take into consideration verified emergencies

SECTION 1 (B) Administration/Clerical:

Full-time employees hired before January 1, 2012, will be credited with 40 hours of Personal Time Off on each January 1, starting January 1, 2012. Full-time employees hired after January 1, 2012 will be credited their allotted personal time off on their anniversary date of each year.

Full-time employees hired before January 1, 2012, unused PTO will be cashed out on each December 31st of each year. Full-time employees hired after January 1, 2012 will be paid unused personal time off on their anniversary date of each year. In approving an absence from scheduled work under this Article, the Company will take into consideration verified emergencies

SECTION 2 PTO may be used in a minimum of two (2) hour increments for absence from scheduled work, not to exceed a total of 40 hours of pay per week (taken in four/eight or five/ten hour units, depending if the employee works a four- or five-day workweek). Employees may request a PTO for any lost time with at least 24 hours advance notice to the Company. PTO taken with less than 24 hours advance notice will result in an attendance occurrence being recorded on the employee's attendance record. PTO that remains unused at the end of the calendar year and/or employee's anniversary date will be cashed out to the employee within the first pay period in accordance with Sections 1 (a) and 1 (b) of this Article, all unused PTO shall be paid out upon any separation from the Company. In approving an absence from scheduled work under this Article, the Company will take into consideration verified emergencies.

ARTICLE 16 – LEAVE OF ABSENCE

SECTION 1 An employee must have at least 12 months of service to be eligible to request a leave of absence. Leaves of absence of up to thirty (30) days may be granted at the Company's discretion, upon receipt of a written request from the employee stating the reason for the requested leave.

SECTION 2 Written Requests A request for leave of absence or for an extension must be made in writing by the employee and approved in writing by the Company.

SECTION 3 Requests for Leave Requests for leave of absences shall be made as far in advance as possible. Seniority shall accumulate during a leave of absence, however, time spent on leave of absence shall be without pay and shall not be credited towards of working time for benefits. If an employee has vacation or PTO time on the books the employee can use that time while on a leave of absence.

SECTION 4 Military Leave The parties hereto agree that the Employer shall comply with USERRA, as amended and the Reserve Forces Act of 1995, and amendments hereto.

Leave of Absence does not affect medical benefits if EE is making their contributions

ARTICLE 17 – UNION RECOGNITION

SECTION 1 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and working conditions of the following classifications and any additional classifications that may be established within the Bargaining Unit during the life of this Agreement, for the purpose of collective bargaining including all Dispatchers, Customer Service Representatives (CSRs), Road Supervisors, all full-time and part-time receptionists, maintenance clerks, data entry clerks, trip editors, payroll coordinators, assistant payroll clerks and cash counters employed by the Company; excluding office/clerical employees, professional employees, guards, and supervisors as defined under the National Labor Relations Act and this Agreement.

ARTICLE 19 – GRIEVANCES/MEDIATION AND ARBITRATION

SECTION 1 The Company and the Union believe in order to foster good Labor/Management relations, potential grievance issues may be best addressed if they are informally discussed and resolved, if possible, as early as possible after the issue is known. Therefore, with respect to the grievances by employees, the Company and the Union encourage employees to discuss the matter with the employee's immediate supervisor or other Company manager as soon as possible after the issue comes to his/her attention. Such discussion may include the Union Steward. However, such informal discussions shall not extend the time limits for filing or processing a grievance in writing as set forth in Step 1, and it is the aggrieved party's responsibility to comply with those time limits.

SECTION 2 For the purpose of this Agreement, a grievance is defined between the parties is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by either party over the express terms of this Agreement. If a dispute arises over the application or interpretation of this Agreement, the Company and the Union agree that the procedure outlined below shall be the exclusive remedy for such dispute:

STEP 1 – Grievances must be submitted in writing to the Assistant General Manager (AGM), or designee, not later than 15 calendar days after the employee knew, or should have known, of the alleged violation giving rise to the grievance. The grievance shall be in such detail as to adequately identify the nature of the grievance, including date of alleged violation, if appropriate, and the provision or provisions of the Agreement violated by the other party.

STEP 2 – The parties agree that it is in their mutual interest to hear grievances in an expeditious manner. Accordingly, the parties shall schedule at least one full day between the hours of 8 a.m. and 5 p.m. each month to hear grievances. The date for the next month's hearing shall be scheduled at the previous meeting, and shall not be changed absent good cause. In the event a scheduled meeting date must be changed, the new date shall be scheduled within seven (7) calendar days of the originally agreed-upon date. Additional hearings will be scheduled on an as-needed basis such that every grievance is scheduled for hearing within no more than fifteen (15) days of the date of filing for discharge and suspension grievances and thirty-five (35) days for all other grievances unless it is mutually agreed to hold the grievance over until the next regularly scheduled hearing date. Grievances regarding discharges and suspensions shall be given priority during the grievance hearing; otherwise, grievances shall be heard in the order that they are filed.

Prior to and at the Step 2 grievance hearing, the parties shall make such facts and information known to each other which reasonably bear upon the grievance. In disciplinary cases, the Employer shall provide a copy of all evidence that it considered in determining to issue the discipline at issue.

The non-grieving party shall respond in writing to the grievance at the hearing, or within such other time as mutually agreed upon by the parties at the hearing in writing. Grievances that are not denied in writing at the grievance hearing or by such other agreed-upon deadline shall be considered to have been sustained. Only disputes over remedy may thereafter be arbitrated.

STEP 3 – MEDIATION – In the event the Company and the Union do not resolve the Grievance in STEP 2, the Company and the Union may by mutual agreement, refer the matter to mediation, utilizing the services of the Federal Mediation and Conciliation Service (FMCS). The party proposing mediation shall do so by sending a notice by certified mail or confirmed facsimile to the other party within fifteen (15) calendar days of the written denial of the grievance in Step 2, unless mediation was agreed to in writing at the grievance hearing.

ARTICLE 20 – UPGRADE TRAINING AND PROMOTIONS

SECTION 1 The Company retains the sole and exclusive right to select and promote employees in the bargaining unit positions without being subject to the grievance and arbitration provisions of the collective bargaining agreement. All job vacancies at the location below the level of manager shall be posted in each department including the qualifications and certification criteria for the position internally before external candidates are considered.

(CLERICAL CONTRACT) Without limiting the foregoing, the Company will consider employees under this Agreement for promotional opportunities to open positions, if the applicant meets minimum standards for consideration, including: no more than one written discipline in the prior six months; no more than one validated negative customer comment in the prior six months; may not be under attendance warning situation for the prior six months. In the event more than one applicant meets the minimum standards and is considered qualified, classification seniority will prevail. In the event an employee is not selected, the Company will provide the employee a reason he/she was not selected.

An employee accepts a position in a different classification covered by the bargaining unit Agreement will be permitted a 90-calendar day period to return to the previous position without loss of classification seniority. This option may be exercised by the Company subject to the same time limits.

national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law. Genetic data, gender identity, Union membership and non-union membership.

7. Road Supervisors failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State, or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to thirty (30) calendar days in order to correct said loss of a valid driver or other certificate required to operate the vehicles, the employee may be terminated immediately.
8. Unauthorized physical contact with or indecent exposure to a passenger or fellow employee.
9. Reporting for work under the influence of intoxicating liquor or illegal drugs or violations of the Company's Drug and Alcohol Policy.
10. Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests, Workers Compensation claims, injury reports, and sick leave benefits.
11. Failure to report hazardous situation(s), accident or injury immediately to Safety or Operations management.
12. Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.
13. Insubordination – failure to follow a direct order when the result of doing so will not endanger the safety of the employee, passengers, or members of the public. A direct work order must be witnessed, and a cool off period of 10 minutes shall pursue. A warning letter shall be issued to said employee and at that time and asked again with a witness from the bargaining unit.
14. Commitment of a serious unsafe act (Examples include but not limited to use of communication devices, failure to secure vehicle)
15. Conviction of, whether in the Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs. Only applies to Road Supervisors.

SECTION 3- In all cases involving a written reprimand, suspension, or discharge, the Union Business Agent shall receive a copy of the written reprimand, letter of suspension or letter of discharge by facsimile or email. The Company will furnish all documentation used for discipline.

SECTION 4- Disciplinary letters shall not be considered for further discipline after twelve (12) months from the date issued, except Road Supervisors that are disciplined for safety violations will remain active for 24 months from the date issued.

ARTICLE 22- WAGES

SECTION 1- Wages and other compensation for the classifications covered by the Agreement shall be paid in accordance with Appendix A.

SECTION 2- All employees covered by this Agreement shall be paid bi-weekly on a designated payday. If the designated payday falls on an observed holiday, payday, shall be the workday proceeding such holiday.

ARTICLE 24 – BIDDING

(CURRENT LANGUAGE IN CLERICAL & DISP CONTRACT)

SECTION 1 **Dispatchers, Road Supervisors, CSRs** will bid every six (6) months in April and October. However if the need arises and there are significant changes within the Company or the Company's contracts, the Union and the Company will meet to discuss a bidding procedure. Part-time employees will bid work posted as "part-time" and full-time employees will bid work posted as "full-time."

SECTION 1(a) Clerical employees will bid once every twelve (12) months.

SECTION 2 Bids will be posted in a conspicuous place so that all eligible employees will receive adequate notice.

SECTION 3 Job openings below manager level will be posted at all yards and all departments.

SECTION 4 All bids shall have the following information:

- a) Bid number and name
- b) Designated work type, Shift hours and relief days
- c) Designated location

SECTION 5 Bidding will be completed in one (1) day. Bidding will be conducted by proxy and shall be handled by the Union.

SECTION 6 An employee on vacation will have the opportunity to bid. An employee on leave of absence will be permitted to bid if he or she has a return date not later than the effective date of the new bid, except that an employee on medical leave of absence will be permitted to bid only if he or she has the treating physician's release to full, unrestricted duty a date not later than the effective date of the new bid.

SECTION 7 A Steward will conduct the bids and be paid at the regular hourly rate of pay for all time conducting the bid.

SECTION 8 Employees will not be allowed to relinquish their bid until the next bidding time, unless a higher seniority employee vacates his or her bid, which will result in a bump down from the point of the vacancy, limited to the specific positions that are vacated.

SECTION 9 All bids shall be submitted in person, unless out on leave a phone call verified by a bargaining unit employee may be submitted.

SECTION 10 Open work is defined as any such work as call offs, vacations, approved days off, leave of absences, suspensions, terminations or resignations.

SECTION 8 The provisions of this Article shall not in any way restrict the Company's right to temporarily assign an employee covered by this Agreement to perform work covered by any of the classifications set forth in Appendix A of this Agreement provided the employee is qualified to perform the work in question as determined by the Company.

SECTION 9 The Company agrees to furnish semi-annually to the Union copies of a seniority list showing the seniority of each employee covered by this Agreement and represented by the Union. If the Union disputes the seniority shown for any employee on the seniority list, it must file such protest within thirty (30) calendar days after receipt of the list. In the event no such protest is received, the seniority of each employee shall stand as shown on such list.

SECTION 10 Job bidding for the purposes of this Agreement shall mean bidding for work assignments.

SECTION 11 An Employee that is transferred or promoted outside of the bargaining agreement for ninety-one (91) days or more shall lose all seniority and be placed at the bottom of the seniority list.

ARTICLE 27 – Union Dues, Initiation and/or Reinstatement Fees and Drive Checkoff

SECTION 1- Upon receipt by the Company of an authorization card signed by an employee covered by this Agreement and upon notification from the Union, the Company shall, in accordance with the terms of such authorization and in acceptance with this Agreement, deduct from such employee's earnings, on a monthly basis, the amount owed to the Union by the employee for his/her monthly union dues, assessments, initiation and/or reinstatement fees for each month subsequent to the date of the receipt of the Union notification. Such deductions will be made on the first pay period of each month following the Teamsters IBT-EI file injection pre-bill. The Employer will provide a remittance via electronic deposit for the amount billed from the Teamsters IBT-EI file injection pre-bill to the Local Union within ten (10) days following the date the deduction was taken.

SECTION 2- If an employee does not have any earnings during the month, or earnings are less than the amount owed and billed, deductions will be made during the next month in which the earnings are sufficient to cover the initiation fees, Union dues, reinstatement fees, and/or assessments owed and billed by the Union.

SECTION 3- The Company shall mail to the Union a check, or make an electronic deposit to the Local Union for the amount of initiation fees, union dues, reinstatement fees and/or assessments the Company has withheld during the month involved in accordance with the above provisions. The check shall be accompanied by a list showing the names of employees and the amount deducted. For those employees who had no deduction for the month, the Employer will provide a reason.

SECTION 4- If the Company erroneously withholds union dues, assessments, initiation and/or reinstatement fees, the Union will refund the Company upon proper verification.

SECTION 5- Nothing contained herein shall permit the deduction by the Company of any assessment levied against an individual employee or group of employees unless the levy applies to all employees who have provided a signed authorization card.

SECTION 6- The Union agrees to indemnify the Company and hold it harmless against any and all claims, suits or other forms of liability (including attorney fees and court costs) that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any if the provisions of this Article in reliance on any list, notice or authorization provided by the Union hereunder.

SECTION 7- The initiation fees, union dues, reinstatement fees and/or assessments charged to employees covered by this Agreement shall be in accordance with the Union's Local Bylaws and the Union's International Constitution.

SECTION 8- The Company agrees to withhold on a once-a-month basis from employees who have signed a proper authorization card, a donation made out to D.R.I.V.E., which is to be submitted by the Company to DRIVE National Headquarters. The funds submitted are to be accompanied by a listing of the name and social security number of each employee on whose behalf a deduction is made. No such authorization shall be recognized if in violation of State and Federal Law.

SECTION 4 Health Insurance Committee – The Union and the Company agree to meet in an attempt to develop a Health and Welfare plan that is less costly to the members to replace the current Health and Welfare plan that is currently offered. Such benefits will not be less than benefits offered in the current plan. If such a plan is developed and the cost is equal to or less than the current plan the company agrees to enter into the new plan. If a new plan cannot be developed the company and union will work together as a Health Insurance committee in an attempt to find another plan. (NOTE: Chart includes 2016 rates.)

SECTION 5 Company will provide \$20,000 of life insurance and AD & D insurance to all non-probationary, full-time employees. This will be provided at no cost to the employee.

ARTICLE 32- ATTENDANCE POLICY

Appropriate standards of attendance ensure that quality service is provided in all areas of our business. When an employee is absent it increases the workload on other employees. This may result in less efficient work results and overtime expenses. Absenteeism not only disrupts workflow, but could also have a negative impact on morale. While an employee may be capable of doing a job, the job is not acceptable if the employee has excessive absences.

The Company has developed this Attendance Policy in order that both the employee and the company understand what is expected of each other regarding an employee's attendance at work. This policy establishes a principle in which an employee's occurrence of absenteeism is monitored as opposed to the number of days absent from work. There will be occasions when the duration of time an employee is permitted leave will be limited.

By monitoring occurrences, The Company seeks to more effectively control employee absenteeism by identifying employees with habitual absenteeism problems which affect our ability to serve our customers.

Excessive absenteeism affects the high quality service to our customers and daily operations. When an employee's attendance becomes excessive it reflects negatively on our customers, passengers and your co-workers and it's those concepts that support our Attendance Policy.

No Fault Policy The attendance policy is a **NO FAULT** policy and any time you have an attendance occurrence it will be documented and charged to your attendance record. However, the Company will consider documented emergencies.

Required Notifications:

All employees are required to notify the dispatch office at (one direct number for reporting has to be posted for notification) no later than 2-hours prior to their shift EACH DAY if they are not going to be able to work their shift. All non-driving employees shall contact on duty shift Supervisors no later than 2 hours prior to their shift EACH DAY if they are not going to work their shift.

Failing to call off at least 2-hours prior to your shift shall result in the following disciplinary schedule. The disciplinary schedule for failing to call off at least 2-hours prior to your shift within a ***12-month floating period*** prior to an employee's last occurrence will be as follows:

1 st OCCURRENCE	WRITTEN WARNING
2 ND OCCURRENCE	LAST AND FINAL WARNING/JOB IN JEOPARDY
3 RD OCCURRENCE	DISCHARGE

No Call / No Show Occurrence

All employees are required to notify the dispatch office at **(a number must be presented for a direct contact for the employees and if changed a sufficient notice to the Union and employees must be posted 15 days prior of such change)** no later than 2-hours prior to their shift **EACH DAY** if they are not going to be able to work their shift.

Failing to report your absence before your shift start time or up to 60 minutes after your shift start time will be considered a No Call / No Show. The disciplinary schedule for No Call / No Show occurrences within a ***12-month floating period*** prior to an employee's last occurrence will be as follows:

1 ST OCCURRENCE	LAST AND FINAL/ JOB IN JEOPARDY
2 ND OCCURRENCE	DISCHARGE

1 st day of absence	Attendance occurrence charged
2 nd day of absence	No occurrence charged
3 rd day of absence	No occurrence charged
4 th day of absence	Attendance occurrence charged
5 th day of absence	No occurrence charged
6 th day of absence	No occurrence charged
7 th day of absence	Attendance occurrence charged
8 th day of absence	No occurrence charged
9 th day of absence	No occurrence charged
10 th day of absence	Attendance occurrence charged

Occurrence Reduction Program

The Company recognizes that during the progressive discipline process associated with the administration of the Attendance Policy, employees are likely to recognize the problems which may be causing their absenteeism.

As an incentive for employees to recognize and deal with the causes and consequences of their absenteeism, the Company will provide a method by which employees may essentially reduce the "charged" absences by three (3) per a 12-month floating period. Should an employee attend four (4) consecutive monthly Safety Meetings they will automatically receive one (1) occurrence reduction. Once the employee receive this reduction, the Company will not charge the oldest absence when calculating the number of absences for subsequent discipline.

Critical conditions regarding this reduction program are as follows:

- a) The employee must attend four (4) consecutive-safety meetings
- b) Employees may not "reduce" more than three (3) occurrences in a 12-month floating period.
- c) Each occurrence will receive the appropriate discipline. The reduction program will not excuse or remove the discipline which has previously administered; and will remove the newest occurrence on record.
- d) The employee may bank up to a maximum of 2 reduction credits
- e) The opportunity to "reduce" a "charged" absence will not be afforded to employees once a ninth (9th) occurrence has occurred.

NOTE: Consecutive meetings will not be broken for employees who are on pre-approved Vacation, or PTO time during the regularly scheduled Safety Meeting.

APPENDIX A WAGES

TRIP EDIT/CASH COUNTER/CLERKS WAGE PROGRESSION

	Start	10/1/2015	7/1/2016	7/1/2017	7/1/2018
	\$10.00	\$10.00	\$10.00	\$10.30	\$10.61
After 1 year		\$Current Pay	\$11.28	\$11.61	\$11.96
After 2 years		\$Current Pay	\$12.04	\$12.41	\$12.78
After 3 years		\$Current Pay	\$12.81	\$13.20	\$13.59
After 4 years		\$Current Pay	\$14.63	\$15.07	\$16.52
At 5 years		\$14.27	\$14.63	\$15.07	\$15.52
After 6 years		\$14.87	\$16.23	\$15.67	\$16.12

Training pay \$1.00/hour for hours worked as an assigned trainer.

Lead Pay: \$1.00/hour for worked as an assigned lead.

*Management has the discretion to choose the trainers and leads.

DISPATCHER & ROAD SUPERVISOR WAGE PROGRESSION

All Dispatchers and Road Supervisors will receive a wage increase for each year of the contract and will be inserted into the wage chart accordingly.

	10/1/2015	7/1/2016	7/1/2017	7/1/2018
Start	\$15.80	\$16.20	\$16.69	\$17.19
After 1 year	\$16.22	\$16.63	\$17.19	\$17.71
After 2 years	\$16.58	\$16.99	\$17.50	\$18.03
After 3 years	\$16.94	\$17.36	\$17.88	\$18.42
After 4 years	\$17.83	\$18.28	\$18.83	\$19.39
After 5 years	\$18.34	\$18.80	\$19.36	\$19.94
After 6 years	\$19.93	\$20.43	\$21.04	\$21.67

CUSTOMER SERVICE REPRESENTATIVES

Customer Services Representatives (CSRs) will receive a wage increase for each year of the contract and will be inserted into the wage chart accordingly.

	10/1/2015	7/1/2016	7/1/2017	7/1/2018
Start	\$14.25	\$14.61	\$15.05	\$15.50
After 1 year	\$14.54	\$14.90	\$15.35	\$15.81
After 2 years	\$14.80	\$15.17	\$15.63	\$16.10
After 3 years	\$15.08	\$15.46	\$15.92	\$16.40

Dispatcher Training Pay \$1.00

Lead Dispatcher \$1.00 – Management has the sole discretion to choose lead dispatcher.

Upon inception of full time Receptionist, Part-Time Receptionist, Data Entry Clerks, Payroll Coordinators, and Assistant Payroll Clerks the Union and the Company agree to negotiate all wages prior to the first day of work of the said position.

Salary Summary

21 Budgets i

Total Increase (Includes: Merit, Market Adjustment and Lump Sum)		
Budget	Redacted	Redacted
Total	Redacted	Redacted
More to Allocate:	Redacted	Redacted

Total number of employees: 10

11 Columns

Employee Information		Performance		Current Compensation			New Compensation			Merit Increase		Recommended Merit Increase		Market Adjustment		Total Increase		Final Rate	
Employee Name	Title	Position	Rate	Current Rate	Units per Year	Current Annual Salary	Current Pay as % of Midpoint	Merit Increase Guideline	Recommended Merit Increase	Market Adjustment	Total Increase	Final Rate							
Redacted	...	Gate Attendant Scale Operator	100.00%	Redacted	2.080	Redacted	N/A	1.25%-2.00%	\$	0.30	1.85 %	\$	0.00	0.00 %	\$0.30	1.85%	\$16.56		
Redacted	...	Gate Attendant Scale Operator	100.00%	Redacted	2.080	Redacted	N/A	1.25%-2.00%	\$	0.00	0.00 %	\$	0.00	0.00 %	\$0.00	0.00%	\$13.60		
Redacted	...	Gate Attendant Scale Operator	100.00%	Redacted	2.080	Redacted	N/A	1.25%-2.00%	\$	0.25	1.80 %	\$	0.00	0.00 %	\$0.25	1.80%	\$14.14		
Redacted	...	Gate Attendant Scale Operator	100.00%	Redacted	2.080	Redacted	N/A	1.25%-2.00%	\$	0.25	1.75 %	\$	0.00	0.00 %	\$0.25	1.75%	\$14.57		
Redacted	...	Gate Attendant Scale Operator	100.00%	Redacted	2.080	Redacted	N/A	1.25%-2.00%	\$	0.30	1.85 %	\$	0.00	0.00 %	\$0.30	1.85%	\$16.55		
Redacted	...	Gate Attendant Scale Operator	100.00%	Redacted	2.080	Redacted	N/A	1.25%-2.00%	\$	0.35	1.88 %	\$	0.00	0.00 %	\$0.35	1.88%	\$18.92		
Redacted	...	Gate Attendant Scale Operator	100.00%	Redacted	2.080	Redacted	N/A	1.25%-2.00%	\$	0.35	1.97 %	\$	0.00	0.00 %	\$0.35	1.97%	\$18.16		
Redacted	...	Gate Attendant Scale Operator	100.00%	Redacted	2.080	Redacted	N/A	1.25%-2.00%	\$	0.25	1.84 %	\$	0.00	0.00 %	\$0.25	1.84%	\$13.85		
Redacted	...	Gate Attendant Scale Operator	17.00%	Redacted	2.080	Redacted	N/A	0.21%-0.34%	\$	0.00	0.00 %	\$	0.04	0.30 %	\$0.04	0.30%	\$13.54		
Redacted	...	Gate Attendant Scale Operator	100.00%	Redacted	2.080	Redacted	N/A	1.25%-2.00%	\$	0.25	1.85 %	\$	0.00	0.00 %	\$0.25	1.85%	\$13.75		
Group Total:			Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted		

Items per page 10

Page 1 of 1

PS

Salary Summary

Total Increase (Includes Merit, Market Adjustment and Lump Sum)

Budget	Redacted	Redacted
Total	Redacted	Redacted
More to Allocate:	Redacted	Redacted

Total Compensation: \$12

Employee Information

Performance

Current Compensation

New Compensation

Employee Name	Rating	Performance	Current Compensation	New Compensation	Merit Increase	Market Adjustment	Total Increase
Redacted	100.00%	Redacted	Redacted	Redacted	1.25%-2.00%	\$ 0.21	1.50 % \$ 0.00
Redacted	17.00%	Redacted	Redacted	Redacted	0.20%-0.00%	\$ 0.00	0.30 % \$ 0.25
Redacted	100.00%	Redacted	Redacted	Redacted	1.25%-2.00%	\$ 0.21	1.47 % \$ 0.00
Redacted	33.00%	Redacted	Redacted	Redacted	0.00%-0.00%	\$ 0.00	0.00 % \$ 0.00
Redacted	17.00%	Redacted	Redacted	Redacted	0.00%-0.00%	\$ 0.00	0.00 % \$ 0.50
Redacted	100.00%	Redacted	Redacted	Redacted	1.25%-2.00%	\$ 0.27	1.70 % \$ 0.00
Redacted	100.00%	Redacted	Redacted	Redacted	1.25%-2.00%	\$ 0.33	1.75 % \$ 0.00
Redacted	100.00%	Redacted	Redacted	Redacted	1.25%-2.00%	\$ 0.29	1.55 % \$ 0.00
Redacted	100.00%	Redacted	Redacted	Redacted	1.25%-2.00%	\$ 0.29	1.92 % \$ 0.00
Redacted	0.00%	Redacted	Redacted	Redacted	0.00%-0.00%	\$ 0.00	0.00 % \$ 0.00
Redacted	100.00%	Redacted	Redacted	Redacted	0.00%-0.00%	\$ 0.00	0.00 % \$ 0.00
Redacted	100.00%	Redacted	Redacted	Redacted	1.25%-2.00%	\$ 0.35	1.74 % \$ 0.00
Group Total			Redacted	Redacted		Redacted	Redacted

Items per page 20

Page 1 of 1

EXHIBIT NO. P5 RECEIVED ☒ REJECTED
CASE NO. 28-re-192859 CASE NAME: Republic
NO. OF PAGES: 4 DATE: 2/23/17 REPORTER: TR

Compensation ▾

Calvin Francis (809106568) ▾

People Search

2017 Compensation Planning Calvin Francis (809106568)

Salary Summary

[Budgets](#) [Approvals](#) [Instructions](#)

Total number of employees: 5

[Columns](#) [Filter Options \(2\)](#)

Employee Information			Performance		Current Compensation			New Compensation									
Employee Name		Title	Proration	TCC	Current Rate	Units per Year	Current Annual Salary	Current Pay as % of Midpoint	Merit Increase Guideline	Recommended Merit Increase					Market Adjustment	Total Increase	Final Rate
	...	Gate AttendantScale Operatr	100.00%		Redacted	2,080	Redacted	N/A	1.25%-2.00%	\$ 0.22	1.47%	\$ 0.00	0.00%	\$0.22	1.47%	\$15.21	
	...	Gate AttendantScale Operatr	100.00%		Redacted	2,080	Redacted	N/A	1.25%-2.00%	\$ 0.22	1.47%	\$ 0.00	0.00%	\$0.22	1.47%	\$15.21	
	...	Gate AttendantScale Operatr	100.00%		Redacted	2,080	Redacted	N/A	1.25%-2.00%	\$ 0.24	1.53%	\$ 0.00	0.00%	\$0.24	1.53%	\$15.91	
	...	Gate AttendantScale Operatr	100.00%		Redacted	2,080	Redacted	N/A	1.25%-2.00%	\$ 0.23	1.51%	\$ 0.00	0.00%	\$0.23	1.51%	\$15.43	
	...	Gate AttendantScale Operatr	100.00%		Redacted	2,080	Redacted	N/A	1.25%-2.00%	\$ 0.28	1.48%	\$ 0.00	0.00%	\$0.28	1.48%	\$19.23	
Group Total:				\$0.00			Redacted			Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	

Items per page: 10 ▾

Page 1 of 1

[Send Copy](#)



POSITION DESCRIPTION

Position Title: Gate Attendant/Scale Operator

Department: Operations

Reports To: Site or Operations Spvr/Mgr

Supervises: No

Exempt Status: Non-Exempt

POSITION SUMMARY: A Gate Attendant/Scale Operator is responsible for accurately and efficiently monitoring and recording waste volumes entering the post collection site, as well as collecting appropriate usage fees from customers.

PRINCIPAL RESPONSIBILITIES:

- Determine content of material entering facility to properly bill the customer.
- Accept or reject waste load based on content; suggest alternatives based on special waste, type of waste and/or local market training.
- Receive payment from customers; provide receipt to customers.
- Balance the daily receipts to ensure accurate recordkeeping and appropriate billing; deposit daily receipts into the safe depository.
- Document the waste entering the facility, utilizing truck scales and computer systems; track total amount of waste entering the facility.
- Notify operations of special waste or other incoming special loads; direct or dispatch as necessary; process required paperwork and perform other required duties, as necessary to process special loads.
- Answer the telephone and provide general information to callers.
- Maintain the cleanliness of the work area.
- Perform other job-related duties, as assigned.

EXPERIENCE, EDUCATION AND CERTIFICATION:

REQUIRED:

- High School Diploma.

PREFERRED:

- Experience in a previous position that required the handling of cash and balancing cash and/or receipts.
- Experience in an environment outside the home with computers and various software programs.
- Previous experience in the waste services industry.

OTHER KNOWLEDGE, SKILLS AND ABILITIES:

- Acts in a professional, courteous and cooperative manner towards customers and co-workers.
- Ability to adhere to work schedule and follows through on challenges as they arise.
- Ability to adhere to Company policies and rules that are set forth; promotes the Company's safety standards; works with a sense of honesty and trustworthiness.
- Maintains a feeling of pride in work; strives to achieve all goals.

The statements used herein are intended to describe the general nature and level of the work being performed by an employee in this position, and are not intended to be construed as an exhaustive list of responsibilities, duties and skills required by an incumbent so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the Company.

EXHIBIT NO.

P6

RECEIVED _____ REJECTED _____

28-PC-192859

CASE NO.

CASE NAME: Republic

NO. OF PAGES: 4

DATE: 2/21/7

REPORTER: Tia



POSITION DESCRIPTION

JOB TITLE: Paper Picker
DEPARTMENT: Landfill Operations
FLSA STATUS: Non-Exempt
EFFECTIVE DATE: May 2016

POSITION SUMMARY: The Paper Picker is responsible for the housekeeping in and around a facility's property. This includes collecting litter, paper and debris at the landfill; assisting with pressure washing; responding to customer inquiries and sorting recyclable materials.

PRINCIPLE RESPONSIBILITIES:

- Collects litter that has traveled outside the operating face of the landfill.
- Responsible for mowing and other landscaping needs.
- Reports conditions of work area to management.
- Performs custodial office duties, including sweeping, dusting, and supply replenishment.
- Conducts onsite traffic control.
- Shovels and digs.
- Erects fencing and/or barriers.
- Performs other job-related duties as assigned or apparent.

PREFERRED QUALIFICATIONS:

- Minimum of 2 years of maintenance and/or labor experience.
- Customer service experience.

MINIMUM QUALIFICATIONS:

- None.

OTHER KNOWLEDGE, SKILLS & ABILITIES:

- Commitment to safety.
- Dependable, punctual and a strong work ethic.

The statements used herein are intended to describe the general nature and level of the work being performed by an employee in this position, and are not intended to be construed as an exhaustive list of responsibilities, duties and skills required by an incumbent so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the Company.

EXHIBIT NO. P7 RECEIVED ☒ REJECTED ☐

CASE NO. 28-PC-192859 CASE NAME: Republic

NO. OF PAGES: 2 DATE: 2/23/17 REPORTER: ATW



POSITION DESCRIPTION

POSITION TITLE: Division Human Resources Manager

EFFECTIVE DATE: March 2013

FUNCTIONAL AREA: Human Resources

REPORTS TO: General Manager and Area Human Resources Manager

EXEMPT STATUS: Exempt

POSITION SUMMARY: With limited and general direction from an Area Human Resources Manager, the Division Human Resources Manager acts as a business partner with the local management team to effectively manage the human resources function for assigned division(s) while maintaining compliance with industry regulatory agencies and company programs. In addition to administering staffing, training, employee relations, compliance, benefits, and compensation programs at the local level, this role is actively engaged with the implementation of strategic Human Resources initiatives.

PRINCIPAL RESPONSIBILITIES:

- Provides human resources advice and consultation to employees and management, to include coaching and counseling on performance management issues, conflict management, interpretation of employment policies and resolution.
- Implements, disseminates, and monitors company policies, programs and procedures in the areas of training, compensation, compliance, and benefits to attract, retain, and motivate employees.
- Oversees recording and maintenance of employee information, such as personal data, compensation, benefits, tax data, attendance, performance reviews or evaluations, disciplinary actions, and terminations/separations of employment.
- Monitors division compliance with federal, state, and local laws and regulations relating to equal employment opportunity, affirmative action, unemployment compensation and any other employment-related requirements.
- * • Coordinates with division operations and corporate/regional/area Human Resources staff regarding all employment activity (i.e., hiring, employee relations, compliance, terminations, etc.) within the division.
- Assists in conducting and resolving investigations regarding employee complaints and concerns.
- Participates in local management staff meetings and assists with and influences personnel related decisions.
- Involved with coaching and counseling managers as it relates to performance management.
- Identifies training needs and/or gaps and develops training programs as appropriate. Also conducts training sessions, including but not limited to, new hire orientation, classroom training and additional leadership sessions.
- Performs or assists with necessary Human Resource related audits for specific locations.
- Implements succession planning and talent management plans to support leadership by identifying current talent and anticipating future needs.
- May oversee and direct the work of the other Human Resources staff or administrative staff members.
- Performs other job-related duties as assigned or apparent.

- This position may require travel by air, car and/or other modes of transportation up to 60% of the time.

EXPERIENCE, EDUCATION, CERTIFICATION:

Required:

- High school diploma or G.E.D.
- Minimum of 3 years of directly applicable experience as an HR Generalist or HR Manager who was involved in all aspects of HR.

Preferred:

- A Bachelor's Degree in Human Resources or closely related field.
- A Professional in Human Resources (PHR) certification.
- Masters Degree.

OTHER KNOWLEDGE, SKILLS, ABILITIES:

- Office equipment including, but not limited to, computer, phone, fax machine, copier and calculator.
- MS Office including Word and Excel.
- Company information systems applications including payroll or applicable HRIS systems.
- Ability to impact and influence all levels of the Company.
- Excellent written and verbal communication skills.

The statements herein are intended to describe the general nature and level of work being performed by employees, and are not to be construed as an exhaustive list of responsibilities, duties, and skills required by personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the Company.

EXHIBIT NO. P8 RECEIVED ☒ REJECTED ☐
 285 PC-192859
 CASE NO. CASE NAME: Republic
 NO. OF PAGES: 2 DATE: 2/23/17 REPORTER: TW



POSITION DESCRIPTION

Position Title: Dispatcher

Department: Operations

Reports To: Operations Supervisor/Manager

Supervises: No

Exempt Status: Non-Exempt

POSITION SUMMARY: A Dispatcher responsible for the coordination of the utilization of drivers, trucks and containers to create capacity, maximize productivity and ensure prompt, courteous and efficient service to all customers.

REPRESENTATIVE RESPONSIBILITIES:

- Create and maximize capacity by ensuring productive use of all assets, equipment and drivers.
- Ensure maximum productivity by achieving or exceeding Company-established goals by successfully routing vehicles.
- Assign loads to drivers based on designated routes and driver location.
- Prepare, update and dispense the daily route schedule.
- Gather and maintain route sheet documentation for pick-ups (scheduled, missed, extra pick ups), route completions and driver locations.
- Ensure route completion via the driver check-in process.
- Courteously interact with customers, as required.
- Report driver performance issues or concerns to appropriate management for resolution.
- Follow all required safety policies and procedures.
- Actively participate in the Company's ReSOP program.
- Perform other job-related duties as assigned.

EXPERIENCE, EDUCATION AND CERTIFICATION:

REQUIRED:

- High School Diploma or GED.

PREFERRED:

- Two years of prior experience driving heavy commercial trucks.
- Experience in a customer-facing position.
- One year of experience in the waste services industry.

OTHER KNOWLEDGE, SKILLS AND ABILITIES:

- Good customer services skills to meet and exceed customer expectations; acts in a professional, courteous and cooperative manner toward customers and co-workers; works with a sense of honesty and trustworthiness.
- Good time management skills to ensure assigned responsibilities are completed in an efficient and safe manner.
- Good follow through ability; adheres to work schedule and follows through on challenges as they arise.
- Ability to adhere to Company policies and rules set forth; promotes the Company's safety standards; does not take inappropriate risks.
- Maintains a feeling of pride in work; strives to achieve all goals.

The statements used herein are intended to describe the general nature and level of the work being performed by an employee in this position, and are not intended to be construed as an exhaustive list of responsibilities, duties and skills required by an incumbent so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the Company.

EXHIBIT NO. pg RECEIVED ☒ REJECTED ☐
28' RC-192859
CASE NO. CASE NAME: Rep Biz
NO. OF PAGES: 2 DATE: 2/23/17 REPORTER: TW

Effective Date: December 13, 2012



POSITION DESCRIPTION

JOB TITLE: Operations Clerk
DEPARTMENT: Operations
FLSA STATUS: Non-Exempt
EFFECTIVE DATE: March 2013

POSITION SUMMARY: With direct supervision, this role provides assistance to the operations department by providing clerical and administrative support.

PRINCIPLE RESPONSIBILITIES:

- Provides clerical and administrative support to the operations department.
- Reviews container supply and demand reports and populates the inventory management report.
- Updates and inputs route information into computer system on a daily basis
- May collect daily on-site container information and updates the inventory log.
- Assists Dispatchers by responding to customer and driver complaints and inquiries.
- Reports any safety or customer service related issues to supervisor or manager immediately
- Maintains and processes operations information, such as vehicle maintenance, accounting and route sheets.
- Distributes, collects and reviews route sheets for proper billing and productivity reports.
- Assists in generating monthly productivity reports.
- Follows all safety policies and procedures; participates with the team to achieve safety goals.
- Assists other departments including customer service and accounting.
- May assist with driver de-brief processes.
- Performs other job-related duties as assigned or apparent.

PREFERRED QUALIFICATIONS:

- Office or operations experience
- Waste industry experience.

P10

MINIMUM QUALIFICATIONS:

- High school diploma or G.E.D.

The statements used herein are intended to describe the general nature and level of the work being performed by an employee in this position, and are not intended to be construed as an exhaustive list of responsibilities, duties and skills required by an incumbent so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the Company.

EXHIBIT NO. P10 RECEIVED ✓ REJECTED —
CASE NO. 28 RC-192859 CASE NAME: Republic
NO. OF PAGES: 2 DATE: 2/21/17 REPORTER: (TN)

TAB 7

OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
REGION 28

In the Matter of:

REPUBLIC SILVER STATE DISPOSAL Case No. 28-RC-192859
SERVICES, INC., A NEVADA
CORPORATION, DBA REPUBLIC
SERVICES OF SOUTHERN NEVADA AND
REPUBLIC DUMPCO, INC., AKA
DUMPCO, A NEVADA CORPORATION,

Employer,

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, LOCAL 631,

Petitioner.

BOARD EXHIBITS

Place: Las Vegas, Nevada

Dates: February 23, 2017

OFFICIAL REPORTERS

AVTranz
E-Reporting and E-Transcription
7227 North 16th Street, Suite 207
Phoenix, AZ 85020
(602) 263-0885

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-EIGHT**

**Re: REPUBLIC SERVICES
 Case 28-RC-192859**

**BOARD EXHIBIT FILE
INDEX AND DESCRIPTION OF FORMAL DOCUMENTS**

Board Exhibit	1(a)	Original Petition in Case 28-RC-192859 filed February 10, 2017.
	1(b)	Notice of Representation Hearing, dated February 10, 2017.
	1(c)	Affidavit of Service of 1(a) and (b), dated February 10, 2017.
	1(d)	Index and Description of Formal Documents.

EXHIBIT NO. BOLD RECEIVED ✓ REJECTED

28-EC-192859

CASE NO

CASE NAME: Republic

NO. OF PAGES: 2 DATE: 2/21/17 REPORTER: TP



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28



REPUBLIC SERVICES, INC.

Employer

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, LOCAL 631

Petitioner

Case 28-RC-192859

AFFIDAVIT OF SERVICE OF: Petition dated February 10, 2017, Notice of Representation Hearing dated February 10, 2017, Description of Procedures in Certification and Decertification Cases (Form NLRB-4812), Notice of Petition for Election, and Statement of Position Form (Form NLRB-505).

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on February 10, 2017, I served the above documents by electronic mail and regular mail upon the following persons, addressed to them at the following addresses:

Republic Services, Inc.
770 East Sahara Avenue
Las Vegas, NV 89104-2909
Email: toudman@republicservices.com

International Brotherhood of Teamsters,
Chauffeurs, Warehousemen, Local 631
700 North Lamb Blvd
Las Vegas, NV 89110
Email: tomg@teamsters631.com

February 10, 2017

Date

Christian D. Zayas, Designated Agent of NLRB

Name

/s/ Christian D. Zayas

Signature

EXHIBIT NO. BOIC RECEIVED ✓ REJECTED

CASE NO. 28-RC-192859 CASE NAME: Republic

NO. OF PAGES: 2 DATE: 2/21/17 REPORTER: TN



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28



REPUBLIC SERVICES, INC.

Employer

and

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, LOCAL 631**

Petitioner

Case 28-RC-192859

NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 10:00 AM on **Tuesday, February 21, 2017** and on consecutive days thereafter until concluded, at the Hearing Room of the National Labor Relations Board, 300 Las Vegas Boulevard South, Suite 2-901, Las Vegas, NV 89101, a hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.63(b) of the Board's Rules and Regulations, Republic Services, Inc. must complete the Statement of Position and file it and all attachments with the Regional Director and serve it on the parties listed on the petition such that is received by them by no later than **noon** Pacific time on **February 17, 2017**. The Statement of Position may be E-Filed but, unlike other E-Filed documents, must be filed by noon Pacific on the due date in order to be timely. If an election agreement is signed by all parties and returned to the Regional Office before the due date of the Statement of Position, the Statement of Position is not required to be filed.

Dated: February 10, 2017

Cornele A. Overstreet, Regional Director

EXHIBIT NO. BD1B RECEIVED ☒ REJECTED ☐

CASE NO. 28-PC-192859 CASE NAME: Republic

NO. OF PAGES: 2 DATE: 2/21/17 REPORTER: FN

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
RC PETITION

DO NOT WRITE IN THIS SPACE

Case No.

28-RC-192859

Date Filed

February 10, 2017

INSTRUCTIONS: Unless e-Filed using the Agency's website, www.nlrb.gov, submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

2a. Name of Employer

Republic Services

2b. Address(es) of Establishment(s) involved (Street and number, city, state, ZIP code)

315 W Cheyenne Ave. N Las Vegas, NV 89030 - 560 Cape Horn Dr. Henderson, NV 89011 - 13350 N Highway 93 Las Vegas, NV 89165

3a. Employer Representative - Name and Title

Tim Oudman, Marketing Vice President

3b. Address (if same as 2b - state same)

770 E Sahara Ave. Las Vegas, NV 89104

3c. Tel. No.

702-599-5951

3d. Cell No.

815-405-5670

3e. Fax No.

702-599-5590

3f. E-Mail Address

toudman@republicservices.com

4a. Type of Establishment (Factory, mine, wholesaler, etc.)

Sanitation disposal

4b. Principal product or service

scale attendants - weigh masters - paper pickers

5a. City and State where unit is located:

Las Vegas, NV - Henderson, NV - North Las Vegas, NV

5b. Description of Unit Involved

Included: All full-time and regular part-time scale attendants, weigh masters and paper pickers employed by the Employer at its 315 W Cheyenne Ave. N Las Vegas, NV, 560 Cape Horn Dr. Henderson, NV and 13350 N Highway 93 Las Vegas, NV facilities.

Excluded:

All administrative professional employees, and supervisors as defined by the Act.

6a. No. of Employees in Unit:

27

6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? Yes ☒ No ☐

Check One:



7a. Request for recognition as Bargaining Representative was made on (Date) 2/10/17 and Employer declined recognition on or about (Date) no reply.



7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8a. Name of Recognized or Certified Bargaining Agent (if none, so state).

8b. Address

8c. Tel. No.

8d. Cell No.

8e. Fax No.

8f. E-Mail Address

8g. Affiliation, if any

8h. Date of Recognition or Certification

N/A

8i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)

9. Is there now a strike or picketing at the Employer's establishment(s) involved? No If so, approximately how many employees are participating? N/A

(Name of labor organization) N/A has picketed the Employer since (Month, Day, Year) N/A

10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. (if none, so state)

10a. Name

10b. Address

10c. Tel. No.

10d. Cell No.

10e. Fax No.

10f. E-Mail Address

11. Election Details: If the NLRB conducts an election in this matter, state your position with respect to any such election.

11a. Election Type: ☒ Manual ☐ Mail ☐ Mixed Manual/Mail

11b. Election Date(s):

Friday, February 24, 2017

11c. Election Time(s):

6 am to 6 pm

11d. Election Location(s):

At the Employer's facility

12a. Full Name of Petitioner (including local name and number)

International Brotherhood of Teamsters, Chauffeurs, Warehousemen Local 631

12b. Address (street and number, city, state, and ZIP code)

700 N Lamb., Las Vegas, NV 89110

12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state)

International Brotherhood of Teamsters

12d. Tel. No.

702-453-6310

12e. Cell No.

702-239-0425

12f. Fax No.

702-437-7283

12g. E-Mail Address

tomg@teamsters631.com

13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.

13a. Name and Title Thomas Geraci, Business Agent

13b. Address (street and number, city, state, and ZIP code)

700 N Lamb Blvd., Las Vegas, NV 89110

13c. Tel. No.

702-453-6310

13d. Cell No.

702-239-0425

13e. Fax No.

702-437-7283

13f. E-Mail Address

tomg@teamsters631.com

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

Name (Print)

Thomas Geraci

Signature



Title

Business Agent

Date

2-10-17

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

BD Exhibit 1(a)

EXHIBIT NO. GDIA RECEIVED ✓ REJECTED
28-RC-192859
CASE NO. CASE NAME: Republic
NO. OF PAGES: 2 DATE: 2/21/17 REPORTER: TR